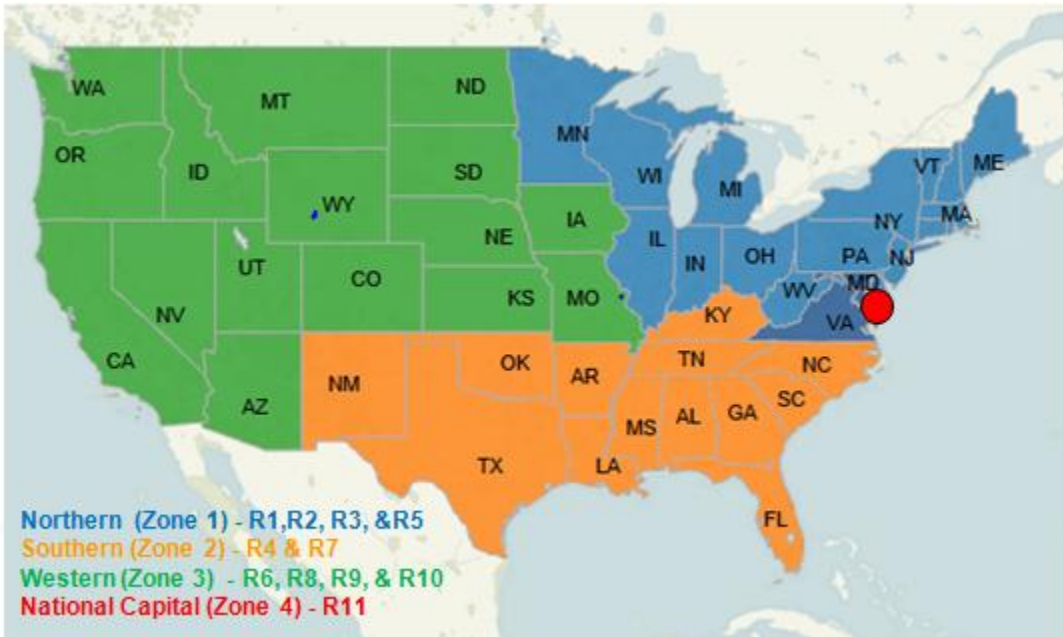


EXHIBIT 1 – GEOGRAPHIC ZONAL MAP



LAWS, STATUTES, EXECUTIVE ORDERS, REGULATIONS

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

I. FEDERAL STATUTES

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

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

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

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

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

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

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

II. EXECUTIVE ORDERS

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

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

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

III. REGULATIONS

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

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

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

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

IV. POLICY

1. Homeland Security Presidential Directive, HSPD-12

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

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

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

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

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

EXHIBIT 2 LAWS, STATUTES, EXECUTIVE ORDERS, and REGULATIONS

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

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

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Exhibit 4: Bullseye Methodology

1) Bullseye Report Definition

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

2) Bullseye Report Contents

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

3) Bullseye Report Sources

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

4) Bullseye Report Eligibility

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

Exhibit 4: Bullseye Methodology

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

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

5) Requesting a Bullseye Report: GREX

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

i) After requirements are finalized

ii) Any point in pre-solicitation or solicitation phase

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

iv) Typically no more than 2-week turnaround

6) Lease Cost Assessments

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

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

b) Key Assumptions: Cost of the Market Lease

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

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

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

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

c) Key Assumptions: Cost of the GSA Lease

Exhibit 4: Bullseye Methodology

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

EXHIBIT 5a

ORGANIZATIONAL CONFLICT OF INTEREST

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

Contractor _____

Subcontractor _____

Contract Number _____

Task Order Number _____

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

DESCRIBE THE CONFLICT:

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

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

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

Name and Title (Typed) _____

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

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

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

Contractor _____

Contract Number _____

Task Order Number _____

A. Conflict of Interest

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

B. Nondisclosure of Procurement Sensitive Information

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

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

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

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

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

Name and Title (Typed) _____

Signature and Date _____

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

RLP Solicitation Number: _____

Offeror: _____

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

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

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

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

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

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

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

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

Relationship to the Landlord is _____

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

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

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

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

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

Potential Offerors:

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>If applicable:</i>	
I, _____, owner of the property located at _____ choose not to participate in this transaction due to 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

EXHIBIT 6 - GLS BROKER COMMISSION AGREEMENT

DATE

Name
Address

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

Dear _____:

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

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

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

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

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

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

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

The Aggregate Lease Value shall not include:

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

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

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

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

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

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

The Aggregate Lease Value shall not include:

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

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

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

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

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

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

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

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

Sincerely,

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

AGREED AND ACCEPTED:

By: _____ Date: _____

Name: _____

Title: _____

EXHIBIT 6A - GLS BROKER COMMISSION AGREEMENT COVER LETTER



GSA Region X

Brokers may elect to obtain this letter from the LCO and transmit it as a cover letter to the Broker Commission Agreement when transmitting to offerors. Please note that separate letters are required for each offeror. **Blue text must be deleted prior to issuance.**

DATE

OFFEROR (OR REPRESENTATIVE) NAME
TITLE
COMPANY NAME

Transmitted via Email

Dear <<Ms./Mr. Offeror>>:

Attached please find the Broker Commission Agreement (BCA) associated with Request for Lease Proposals (RLP) ##### for space in CITY, STATE for the AGENCY. In accordance with RLP Paragraph 1.14, the BCA establishes the commission agreement between the eventual successful offeror ("Lessor") and <<Broker Firm Name>>, which is representing the General Services Administration for this transaction.

GSA's broker contracts are designed to complement our leasing workforce and provide lease workload support services to the regions. Consistent with local business practices, the sole payment mechanism of these contracts is derived from commissions received from lease transactions.

Please review, complete, sign and submit the BCA as part of your complete initial offer. If you have further questions, please feel free to reach out to me and <<Broker Firm Transaction Manager Name>>, <<Broker Firm>> Transaction Manager by email at XXXXX@gsa.gov<<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>

EXHIBIT 7
Modified 7/28/16

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

**subject to change*

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

Agency Long Term Space Requirements Needs Interview Questionnaire

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. Constraints: Budget , Resources , Schedule , Organizational Change , & Mission Change
 - a. Notes:

5. Assistance needed from GSA for: IT/Network & Telecommunication Services , Local & Long Distance Phone Service , Furniture Acquisition , Furniture & Personal Property Disposal , Office Equipment Acquisition , Security Products & Services , Move Coordination

6. Total Staff / Headcount: Current Future

7. For restroom calculations: New location percentage of staff women %, staff men %

8. Furniture: Move Existing or Buy New

New Lease Term

9. Full Term

10. Firm Term (Period TIs are paid off)

11. Has the agency considered potential office consolidations and closings? Yes No Notes:

Square Footage

12. Total Usable Square Footage Requested

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

Agency Long Term Space Requirements Needs Interview Questionnaire

14. Does this square footage account for agency-wide space reduction goals? Yes No Notes:

Delineated Area Boundaries (Must form a complete closed loop of connecting streets)

Requested Delineated Area:

15. North:

16. East:

17. South:

18. West:

19. Is this area within a rural county? If yes, please skip to question 123. If no, please proceed to question

20.

20. Obtain a justification for not locating within a rural county (see Rural Development Act)

21. Are these boundaries within the city's Central Business District (CBD)? If yes, please skip to question 23.

If no, please proceed to question 22.

22. Obtain a justification related to the mission of this office for not locating within the CBD.

23. Are there any requirements for proximity to public transportation?

24. Are there any setback requirements (ex. residential, day care, churches, etc)?

Hours of Operation

25. Weekday hours of operation:

26. Weekend hours of operation: Not Applicable Notes:

27. After hours access required: Yes No Notes:

28. After hours utilities required: Yes No Notes:

29. Are after hours or daytime cleaning services required? To be included in the lease Notes:

Security

1. Agency's Security Level: Unknown Notes: (FPS Level for current Lease)

2. Unique Security Constraints: Yes No Notes:

Agency Long Term Space Requirements Needs Interview Questionnaire

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

Parking

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

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:

Agency Long Term Space Requirements Needs Interview Questionnaire

- c. Security Changes Yes No Notes:
- d. Swing space required during needed alterations Yes No Notes:
- e. Additional Needs

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

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

Agency Long Term Space Requirements Needs Interview Questionnaire

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

Project Schedule

1. Does the agency require pre-occupancy tenant access for the set-up of equipment? Yes No
Number of days needed
2. Will the agency prepare the DIDs (Design Intent Drawings?) Yes No
3. Days agency needs to prepare the DIDs: Business Days
4. Days agency needs to review the DIDs, if the Lessor generates them: Business Days
5. Days agency needs to review DID changes: Business Days
6. Days agency needs to review the Construction Documents (CDs): Business Days
7. Days agency needs to review modifications to the CDs: Business Days
8. Days agency needs to review the RLP (previously known as the SFO): Business Days

Agency Long Term Space Requirements Needs Interview Questionnaire

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

Agency Long Term Space Requirements Needs Interview Questionnaire

- b. Wall finish type _____ ,
- c. Ceiling type _____ ,
- d. Quantity duplex electrical outlets _____ ,
- e. Quantity data outlets _____
- f. Wall Type: _____
- g. Sound Transmission Coefficient (STC) Requirement (if other than standard): _____
- h. Additional Needs: _____

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

- a. Flooring type _____
- b. Wall finish type _____
- c. Ceiling type _____
- d. Quantity duplex electrical outlets _____
- e. Quantity data outlets _____
- f. Wall Type (if other than standard specified by code): _____
- g. Sound Transmission Coefficient (STC) Requirement (if other than standard): _____
- h. Additional Needs: _____

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

- a. Flooring type _____ ,
- b. Wall finish type _____
- c. Ceiling type _____
- d. Quantity duplex electrical outlets _____
- e. Quantity data outlets _____
- f. Wall Type (if other than standard specified by code): _____
- g. Sound Transmission Coefficient (STC) Requirement (if other than standard): _____
- h. Additional Needs: _____

Agency Long Term Space Requirements Needs Interview Questionnaire

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

Agency Long Term Space Requirements Needs Interview Questionnaire

h. Additional Needs:

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

Agency Long Term Space Requirements Needs Interview Questionnaire

- f. Sink , Microwave , Refrigerator (dorm size standard size ,) Cabinets
- i. Seating for _____ people
- g. Wall Type (if other than standard specified by code):
- h. Sound Transmission Coefficient (STC) Requirement (if other than standard):
- i. Additional Needs:

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

- a. Flooring type
- b. Wall finish type
- c. Ceiling type
- d. Quantity duplex electrical outlets
- e. Quantity data outlets
- f. Wall Type (if other than standard specified by code):
- g. Sound Transmission Coefficient (STC) Requirement (if other than standard):
- h. Additional Needs:

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

- a. Flooring type
- b. Wall finish type
- c. Ceiling type
- d. Quantity duplex electrical outlets
- e. Quantity data outlets
- f. Wall Type (if other than standard specified by code):
- g. Sound Transmission Coefficient (STC) Requirement (if other than standard):
- h. Additional Needs:

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

- a. Flooring type

Agency Long Term Space Requirements Needs Interview Questionnaire

- b. Wall finish type
- c. Ceiling type
- d. Quantity duplex electrical outlets
- e. Quantity data outlets
- f. Wall Type (if other than standard specified by code):
- g. Sound Transmission Coefficient (STC) Requirement (if other than standard):
- h. Additional Needs:

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

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

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

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

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

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

Special Requirements

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

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

General Requirements

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

Are cable trays required? This question can be answered with a “yes” or “no.”

Who is purchasing data cable? This question should specify “agency” or “landlord.”

Who is responsible for installing data cable? This question should specify “agency” or “landlord.”

Who is purchasing telecommunications cable? This question should specify “agency” or “landlord.”

Who is responsible for installing telecommunications cable? This question should specify “agency” or “landlord.”

Are sealed conduits required for wall mounted outlets? This question can be answered with a “yes” or “no.” Please specify locations or “back to demark.”

Who is responsible for termination data/telecommunication connections? This question should specify “agency” or “landlord.”

Agency Long Term Space Requirements Needs Interview Questionnaire

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

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

No Notes:



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

March 25, 2015

THE CONTROLLER

MANAGEMENT PROCEDURES MEMORANDUM NO. 2015-01

MEMORANDUM FOR: ALL CFO ACT EXECUTIVE AGENCIES

FROM: David Mader 
Controller

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

OMB CONTACTS: William Hamele (202-395-7583, whamele@omb.eop.gov) 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 not use the following as an offset:
 - a) Properties that the agency has "mothballed" (*i.e.*, property is temporarily not occupied or utilized);
 - b) Enhanced use leases (EULs) and outleases; or
 - c) Properties that have their predominant use code in the FRPP changed to a code other than "office" or "warehouse" after the baseline has been finalized.

II. Implementation:

1. Contents of the Real Property Efficiency Plan

Agencies' Plans shall contain the following information:

- a. ***Description of Internal Controls.*** Each agency shall describe the methods and procedures for complying with the requirements of this Memorandum. These controls may include, but are not limited to:
 - i. The processes through which the agency will identify and execute offsets when acquiring additional office and warehouse space;
 - ii. Internal reviews and certification processes, specifically the level of management review and approval required for new leases, acquisitions, expansions or other growth in the agency's office and warehouse space before they are implemented;
 - iii. Documentation to justify each instance in which the standard design requirement is not applied because it is not cost effective.

- iv. Tracking of all agency domestic office and warehouse increases and offsets; and
 - v. Process for identifying and prioritizing reductions to office and warehouse space and disposal of properties based upon return on investment and mission requirements.
- b. *Use of Performance Benchmarks.*** Each agency shall describe how it uses the President's Management Agenda performance benchmarks to prioritize the funding of consolidation and disposal projects. Other relevant factors employed in the prioritization process, such as mission delivery requirements, among others, shall be described.
- c. *Reduction Targets for Offices and Warehouse Space.*** Each agency shall report reduction targets as described in 3 above in tabular format by year. The actual square foot reduction achieved and the cost data described in section II.1 (f) (i) shall also be reported in the table.
- d. *Disposal Targets for Owned Buildings.*** Each agency shall report reduction targets as described in section I.4 above in tabular format by year. The actual number of disposed assets, square foot reduction, and the cost data described in section II.1 (f) (ii) shall be reported in the table.
- e. *Plan to Identify Reductions to Office and Warehouse Space to Reduce or Maintain the Freeze the Footprint Baseline.*** The objective of the Plan is to assist agency efforts to systematically develop real property project data to identify efficiency opportunities for consideration in future budget years. Each agency shall include:
- i. A spreadsheet that identifies potential agency office and warehouse acquisitions, consolidations, co-locations, disposals, and construction projects as acquisitions or offsets anticipated over the first three years of the five year planning period. The last two years of the five-year planning period can be summarized as portfolio-wide square footage changes to office and warehouse space. The spreadsheet shall include the following column headers and appropriate data: FRPP Real Property Unique Identifier;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.

EXHIBIT 10 – MARKET ANALYSIS

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

1. Summary Market Information :

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

2. Comparable Market Rents:

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

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

EXHIBIT 10 – MARKET ANALYSIS

- ii. Do quoted rents in the market typically contain T.I.'s
- (c) Tenant Improvements / Space build-out costs:
 - i. Identify typical/standard work letter
 - ii. Identify tenant improvements in addition to standard work letter
 - iii. Report T.I.'s as first year cost as well as amortized costs over lease term.
- (d) Operating costs - - identify what's included ; separately report utility costs
- (e) Property taxes
- (f) Parking costs and Parking ratio
- (g) Other costs not included in lease
- (h) Identify start date of lease comparables.

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

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

Division	GSA Question/Correction/ Prepared xx/xx/2015; To Lessor xx/xx/2015	Lessor Response Prepared xx/xx/2015; To GSA xx/xx/2015	Resolution
Comments			
Input Project Info tab			
A&E Design Costs			
DIV 1			
DIV 2			
DIV 3			
DIV 6			
DIV 8			
DIV 9			
DIV 10			
DIV 12			
DIV 21			
DIV 22			
DIV 23			

DIV 26.1			
DIV 27			
DIV 28.1			
DIV 28.2			

**Confidential Information Agreement for
Contract No. _____**

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

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

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

I agree that I will not divulge, publish, or reveal by work, conduct or any other means, such confidential or personally identifiable information or knowledge,

except as necessary to do so in the performance of my official duties related to this Contract, Task Order and Project and in accordance with the laws of the United States, unless specifically authorized in writing in each and every case by a duly authorized representative of the United States Government. I take this obligation freely, without any mental reservation or purpose of evasion and in the absence of duress.

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

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

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

By: _____

Original Signature of Employee

Date Executed

Printed Name of Employee

Title of Employee

Exhibit 13

G-REX BROKER ACCESS PROCESSES

1) PROCESS FOR OBTAINING PASSWORDS

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

2) TASK ORDER Assignment in G-REX

- a) Contractor receives password to G-REX
- b) The Center for Real Estate Brokerage Services notifies Regional Program Officials via weekly updates
- c) Password protected List posted on GLS website
- d) Contractor uploads COIs in G-REX
- e) RCO/OO confirms contacts with Zonal Project Manager
- f) RCO/OO gives Contractor access in G-REX by task order
 - 1) Primary
 - 2) Secondary
- g) RCO/OO notifies Contractor, COR & RPM by e-mail that broker has been assigned to G-REX project.

Guide for GLS Task Order Level Evaluations - Requirements Development

Criteria ▶		Business Relations	Cost Control	Document Quality	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)
Likert Rating ▼						
Overall outstanding performance/Consistently exceeds contract requirements	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p>To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</p> <p>Approximately 90 - 100% of Contractor's work product meets the standard.</p>	<p>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</p> <p>* Demonstrated outstanding customer service skills.</p> <p>* Courteous to all parties involved especially in tense situations.</p> <p>* Complied with GSA Standards of Conduct.</p> <p>* All actions and behavior was in an ethical manner.</p>	<p>* Expertly used Market Analysis to establish a market range in the negotiation objectives at the beginning of the project.</p> <p>* Promptly and thoroughly communicated impact of market changes as the procurement has progressed.</p> <p>* Demonstrate depth of knowledge of market conditions and agency requirements in analysis by initial and revised Market Analysis matching market rates in all elements (shell rental rate, amortization rate, base cost of services, market commission etc.).</p>	<p>* Correctly submitted COI and non-disclosure forms.</p> <p>* Forms were legible and accurate.</p> <p>* Promptly submitted a complete and accurate baseline project schedule with all the required milestones.</p> <p>* Thoroughly and expertly prepared initial negotiation objectives and Market Analysis.</p> <p>* Outstanding advertisement.</p> <p>* Expertly completed the Pre-Market Survey report, market survey itinerary, market survey report, and other documents related to the market survey.</p> <p>* Submitted an outstanding market survey report on the first submission which is also complete, accurate, and neat and contained no errors.</p>	<p>* Excellent depth of knowledge of contract requirements, of all regulations regarding location, floodplain, historic properties, and competition in addition to contract requirements.</p> <p>* Proactive to avoid delays.</p> <p>* Thoroughly sought out competition in the market.</p> <p>* Innovative in analysis of market and requirement and demonstrated depth of knowledge with regard to developing a baseline project schedule, initial negotiation objectives.</p> <p>* Expertly completed all documents.</p> <p>* Expertly handled the market survey – it was well organized, market was well searched for viable options, material was expertly presented, and contractor was proactive with the customer agency and market and correctly answered questions raised.</p>	<p>* Submitted the COI and Nondisclosure forms within 1 day of receiving the Notice to Proceed.</p> <p>* Submitted the baseline schedule, initial negotiation objectives and Market Analysis to the COR prior to the date discussed at the meeting and forwarded the approved schedule to the agency and ZCO immediately after COR approval.</p> <p>* Posted advertisement, submitted Pre-Market Survey Report, market survey report, and revised project schedule ahead of the approved schedule date.</p> <p>* Proactively submitted other documents ahead of the agreed timeframe, i.e. market survey checklist, letter for COR to advise property owners if they meet requirements.</p> <p>* Proactive in identifying project delays and/or expertly mitigated project delays.</p>
4 Overall great performance/Exceeds minimum contract requirements	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor was effective.</p> <p>To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.</p> <p>Approximately 80 - 89% of Contractor's work product meets the standard.</p>	<p>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</p> <p>* Demonstrated above average customer service skills.</p> <p>* Courteous to all parties involved.</p> <p>* Complied with GSA Standards of Conduct. All actions and behavior were in an ethical manner.</p>	<p>* Above average use of Market Analysis to establish a market range in the negotiation objectives at the beginning of the project.</p> <p>* Promptly and thoroughly communicated impact of market changes as the procurement has progressed.</p> <p>* Demonstrated above average knowledge of market conditions and agency requirements in analysis by initial and revised Market Analysis matching market rates in all elements (shell rental rate, amortization rate, base cost of services, market commission etc.).</p>	<p>* Correctly submitted COI and non-disclosure forms.</p> <p>* Forms were legible and accurate.</p> <p>* Promptly submitted a complete and accurate baseline project schedule with all the required milestones.</p> <p>* Thoroughly prepared initial negotiation objectives and Market Analysis.</p> <p>* Above average advertisement.</p> <p>* Above average completion of the Pre-Market Survey report, market survey itinerary, market survey report, and other documents related to the market survey.</p> <p>* Submitted an above average market survey report which was also complete, accurate, and neat, needing only minor corrections, if any.</p>	<p>* Above average depth of knowledge of contract requirements, of all regulations regarding location, floodplain, historic properties, and competition in addition to contract requirements.</p> <p>* Mitigated any delays.</p> <p>* Sought out competition in the market.</p> <p>* Above average analysis of market and requirement and demonstrated depth of knowledge with regard to developing a baseline project schedule, initial negotiation objectives.</p> <p>* Excellent quality in all documents.</p> <p>* Excellent handling of the market survey – it was well organized, market was well searched for viable options, material was expertly presented, and contractor was proactive with the customer agency and market and correctly answered questions raised.</p>	<p>* Submitted the COI and Nondisclosure forms promptly after receiving the Notice to Proceed.</p> <p>* Submitted the baseline schedule, initial negotiation objectives and Market Analysis to the COR prior to the date discussed at the meeting and forwarded the approved schedule to the agency and ZCO after COR approval.</p> <p>* Provided some documents ahead of the approved schedule date.</p> <p>* Proactive in identifying project delays and/or expertly mitigated project delays.</p>
3 Overall good performance/Exceeds contract requirements	<p>Performance meets contractual requirements. The contractual performance of the element or subelement contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.</p> <p>Approximately 70 - 79% of Contractor's work product meets the standard.</p>	<p>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</p> <p>* Complied with GSA Standards of Conduct.</p> <p>* All actions and behavior were in an ethical manner.</p>	<p>* Adequately used Market Analysis to establish a market range in the negotiation objectives at the beginning of the project for rental rate elements (shell rental rate, amortization rate, base cost of services, market commission etc.).</p> <p>* Communicated impact of market changes as the procurement progresses.</p>	<p>* Correctly submitted COI and non-disclosure forms. Some forms may be illegible or not accurate.</p> <p>* Submitted a complete and accurate baseline project schedule with the required milestones.</p> <p>* Adequately prepared initial negotiation objectives and Market Analysis.</p> <p>* Good advertisement.</p> <p>* Completed the Pre-Market Survey Report, market survey itinerary, market survey report, and other documents related to the market survey.</p> <p>* Submitted a good market survey report which is also complete, accurate, and neat.</p> <p>* Report contained minor errors, i.e. spelling or grammar, but contained no major errors, i.e. content.</p>	<p>* Good depth of knowledge of contract requirements and Federal acquisition regulations.</p> <p>* Adhered to the schedule and timeframes established.</p> <p>* Assembled an adequate baseline project schedule, initial negotiation objectives, Pre-Market Survey report, market survey report, and other documents but may miss a few minor items that should be included per contract requirements.</p> <p>* Adequately handled the market survey – it was organized, material presented was appropriate, and correctly answered questions raised.</p>	<p>* Submitted the COI and Nondisclosure forms within 5 days of receiving the Notice to Proceed.</p> <p>* Submitted the baseline schedule, initial negotiation objectives and Market Analysis to the COR by the date agreed to and forwarded this to the agency and ZCO within two days of COR approval.</p> <p>* Posted advertisement and submitted other documents timely and not reminded by COR, i.e. market survey checklist.</p> <p>* Prepared letter for COR to advise property owners if they meet requirements in the agreed upon time frame.</p> <p>* Good at managing the project schedule and communicating to COR if delays in project schedule are expected.</p>

Guide for GLS Task Order Level Evaluations - Requirements Development

Criteria ▶	Business Relations	Cost Control	Document Quality	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)	
Likert Rating ▼						
Meets some contract requirements	<p>Performance does not meet some contractual requirements. The contractual performance of the element or subelement being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</p> <p>Approximately 60 - 69% of Contractor's work product meets the standard.</p>	<p>Represented GSA in a professional manner some of the time when dealing with the tenant agency, building representatives, and others.</p> <p>* Complied with GSA Standards of Conduct.</p>	<p>* Marginal use of Market Analysis to establish a market range in the negotiation objectives at the beginning of the project for rental rate elements (shell rental rate, amortization rate, base cost of services, market commission etc.).</p> <p>* Poor communication of impact of market changes as the procurement progresses.</p>	<p>* COI and non-disclosure forms were returned for errors.</p> <p>* Submitted a baseline schedule that which required multiple submissions.</p> <p>* Initial negotiation objectives and Market Analysis were not complete and/or were illegible.</p> <p>Inadequate advertisement.</p> <p>* Did not correctly complete the Pre-Market Survey report, market survey itinerary, market survey report, and/or other documents related to the market survey.</p> <p>* Submitted a written market survey report which contained errors, both minor and major, and/or required multiple submissions.</p>	<p>* Marginal understanding of contract requirements and Federal acquisition regulations.</p> <p>* Struggled to maintain the schedule and timeframes established, needing assistance from the COR.</p> <p>* Needed to be asked to prepare and submit deliverables.</p> <p>* Marginally handled the market survey – it was not well organized, material was not always presented appropriately, and/or contractor was not able to correctly answer questions raised.</p> <p>* Poorly completed negotiation objectives, Market Analysis, Pre-Market Survey Report, Market Survey Checklists, and other documents.</p> <p>Submitted a market survey report that was poorly assembled, lacked items required per the contract, and/or contained major errors.</p>	<p>* Submitted COI and Nondisclosure forms after 5 working days of receiving the Notice to Proceed. Submittal of these documents required prompting on several occasions from the RCO.</p> <p>* Needed prompting to submit the mutually agreed upon schedule to the COR by the date discussed at the meeting. Also needed prompting to forward this schedule to the agency and ZCO after two days of COR approval.</p> <p>* Posted advertisement and submitted market survey report past the agreed upon date in the approved schedule.</p> <p>* Needed to be reminded to submit other documents, i.e. Market Analysis, completed market survey checklist.</p> <p>* Poorly managed the project schedule and failed to identify pitfalls that resulted in a project delay.</p>
Overall poor performance that minimally meets contract requirements	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p> <p>Approximately 1 - 59% of Contractor's work product meets the standard.</p>	<p>* Failed to represent GSA in a professional manner when dealing with the tenant agency, building representatives, and others.</p> <p>* Often rude and discourteous to parties involved in the project.</p> <p>* Failed to comply with GSA Standards of Conduct.</p> <p>Demonstrated poor behavior on phone calls or in person with the tenant agency, building representatives and others.</p>	<p>* Inadequately used Market Analysis to establish a market range in the negotiation objectives at the beginning of the project for rental rate elements (shell rental rate, amortization rate, base cost of services, market commission etc.).</p> <p>* Failed to communicate impact of market changes as the procurement progresses.</p>	<p>* COI and non-disclosure forms were not complete and/or were illegible.</p> <p>* Submitted a baseline schedule that was illegible, not accurate, and/or required multiple submissions.</p> <p>* Initial negotiation objectives and Market Analysis were not complete and/or were illegible.</p> <p>* Poor advertisement.</p> <p>* Failed to complete or did not correctly complete the Pre-Market Survey report, market survey itinerary, market survey report, and/or other documents related to the market survey.</p> <p>* Submitted a poorly written market survey report which is not complete, accurate, and/or neat.</p> <p>Report contained many errors both minor and major and/or required multiple submissions.</p>	<p>* Failed to display a depth of knowledge with regard to contract requirements and Federal acquisition regulations.</p> <p>* Unable to maintain the schedule and timeframes established.</p> <p>* Needed to be asked to prepare and submit deliverables.</p> <p>* Poorly handled the market survey – it was not organized, material presented was inaccurate or not presented appropriately, and/or contractor was not able to correctly answer questions raised.</p> <p>* Failed to complete or poorly completed negotiation objectives, Market Analysis, Pre-Market Survey Report, Market Survey Checklists, and other documents.</p> <p>* Submitted a market survey report that was poorly assembled, lacked items required per the contract, and/or contained major errors.</p>	<p>* Submitted COI and Nondisclosure forms after 5 working days of receiving the Notice to Proceed. Submittal of these documents required prompting on several occasions from the ZCO.</p> <p>* Did not submit the mutually agreed upon schedule to the COR by the date discussed at the meeting. Contractor did not forward or needed prompting to forward this schedule to the agency and ZCO after two days of COR approval.</p> <p>* Posted advertisement and submitted market survey report past the agreed upon date in the approved schedule.</p> <p>* Needed to be reminded to submit other documents, i.e. Market Analysis, completed market survey checklist.</p> <p>* Prepared deliverables, e.g. advertisement, schedule, letter for COR to advise property owners if they meet requirements after the agreed upon time frame.</p> <p>* Failed to manage the project schedule and failed to identify pitfalls that resulted in a project delay.</p>
No deliverable/ does not meet contract requirements						

Guide for GLS Task Order Level Evaluations - Lease Acquisition

Criteria ▶		Business Relations	Cost Control	Document Quality	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)
Likert Rating ▼						
Overall outstanding performance/ Consistently exceeds contract requirements	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p>To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</p> <p>Approximately 90 - 100% of Contractor's work product meets the standard.</p>	<p>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</p> <p>* Demonstrated outstanding customer service skills.</p> <p>* Courteous to all parties involved especially in tense situations.</p> <p>* Complied with GSA Standards of Conduct.</p>	<p>* Expertly negotiated lease contract to exceed LCRM measure.</p> <p>* Promptly and thoroughly communicated impact of market changes as the procurement progresses.</p> <p>Demonstrates depth of knowledge of market conditions through revision of negotiation objectives and negotiation strategy.</p>	<p>* Expertly completed the RLP, amendment(s), RLP distribution list, negotiation objectives, PNM, RLP/LEASE, award letters, source selection documents, cost benefit analysis JOTFOC and other related documents.</p> <p>* Submitted outstanding documents.</p> <p>* Documents contained no errors.</p> <p>* Expertly assembled the lease contract file.</p>	<p>* Demonstrated expert depth of knowledge of all regulations and contract requirements through drafting RLP, choosing appropriate attachments, negotiations, preparing letters and documents etc.</p> <p>* Expertly assembled the RLP, PNM, negotiation objectives, PVA, source selection documents, lease, award/rejection letters, etc. exceeding contract requirements with no errors.</p> <p>* Proactive to identify issues and propose innovative solutions throughout RLP development and negotiations. * Proactive to identify items that could affect negotiations, i. e. market conditions, local trends.</p> <p>* Outstanding at negotiations (evaluate offers, communicate deficiencies, rental rate, confirm sf, etc) to achieve lower rental rate and/or exceed LCRM measure.</p> <p>* Expertly assembled the lease contract file.</p>	<p>* Drafted documents ahead of the approved schedule date, i.e. RLP, revised negotiation objectives, PV analysis, abstract of offer(s), PNM, lease, cover letters.</p> <p>* Proactively submitted all documents ahead of the agreed timeframe.</p> <p>* Proactive in identifying project delays and/or expertly mitigate project delays.</p> <p>* All required documents uploaded into GREX ahead of schedule allowing for timely GSA review.</p>
4 Overall great performance/Exceeds minimum contract requirements	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor was effective.</p> <p>To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.</p> <p>Approximately 80 - 89% of Contractor's work product meets the standard.</p>	<p>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</p> <p>Demonstrated above average customer service skills.</p> <p>* Courteous to all parties involved.</p> <p>* Complied with GSA Standards of Conduct.All actions and behavior were in an ethical manner.</p>	<p>* Expertly negotiated lease contract to exceed LCRM measure.</p> <p>* Promptly communicated impact of market changes as the procurement progresses.</p> <p>* Demonstrates some knowledge of market conditions through revision of negotiation objectives and negotiation strategy.</p>	<p>* Excellent completion of the RLP, amendment (s), RLP distribution list, negotiation objectives, PNM, RLP lease, award letters, source selection documents, cost benefit analysis JOTFOC, and other related documents.</p> <p>* Submitted above average documents.</p> <p>* Documents contained few or no errors.</p> <p>* Excellent assembled the lease contract file.</p>	<p>* Demonstrated excellent depth of knowledge of all regulations and contract requirements through drafting RLP, choosing appropriate attachments, negotiations, preparing letters and documents etc.</p> <p>* Above average assembled the RLP, PNM, negotiation objectives, PVA, source selection documents, lease, award/rejection letters, etc. with no errors.</p> <p>* Proactive to identify issues and propose solutions throughout RLP development and negotiations.</p> <p>* Proactive to identify items that could affect negotiations, i.e. market conditions, local trends.</p> <p>* Excellent at negotiations (evaluate offers, communicate deficiencies, rental rate, confirm sf, etc) to achieve lower rental rate and/or exceed LCRM measure.</p> <p>* Above average assembled the lease contract file.</p>	<p>* Drafted documents ahead of the approved schedule date, i.e. RLP, revised negotiation objectives, PV analysis, abstract of offer(s), PNM, lease, cover letters.</p> <p>* Proactively submitted some documents ahead of the agreed timeframe.</p> <p>* Proactive in identifying project delays.</p> <p>* All required documents uploaded into GREX allowing for timely GSA review.</p>
3 Overall good performance/Exceeds contract requirements	<p>Performance meets contractual requirements. The contractual performance of the element or subelement contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.</p> <p>Approximately 70 - 79% of Contractor's work product meets the standard.</p>	<p>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</p> <p>* Complied with GSA Standards of Conduct.</p> <p>* All actions and behavior were in an ethical manner.</p>	<p>* Adequately negotiated lease contract to meet LCRM measure.</p> <p>* Communicated impact of market changes as the procurement progresses.</p>	<p>* Good at completing the RLP, amendment(s), RLP distribution list, negotiation objectives, PNM, RLP lease, award letters, source selection documents, cost benefit analysis JOTFOC, and other related documents.</p> <p>* Submitted documents on the first submission which were also complete, accurate, and neat.</p> <p>* Some documents contained few minor errors.</p> <p>* Adequately assembled the lease contract file.</p>	<p>* Good depth of knowledge of all regulations and contract requirements through drafting RLP, choosing appropriate attachments, negotiations, preparing letters and documents etc.</p> <p>* Adequately assembled the RLP, PNM, negotiation objectives, PVA, source selection documents, lease, award/rejection letters, etc. meeting contract requirements with few minor errors.</p> <p>* At times identified items that could affect negotiations, i.e. market conditions, local trends.</p> <p>* Good at negotiations (evaluate offers, communicate deficiencies, rental rate, confirm sf, etc) to meet LCRM measure.</p> <p>* Adequately assembled the lease contract file.</p>	<p>* Drafted documents per the approved schedule date, i.e. RLP, revised negotiation objectives, PV analysis, abstract of offer(s), PNM, lease, cover letters.</p> <p>* Submitted all documents per the agreed timeframe.</p> <p>* Adequately identified and communicated project delays.</p> <p>* All required documents uploaded into GREX allowing for timely GSA review.</p>

Guide for GLS Task Order Level Evaluations - Lease Acquisition

Criteria ▶		Business Relations	Cost Control	Document Quality	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)
Likert Rating ▼						
Meets some contract requirements	<p>Performance does not meet some contractual requirements. The contractual performance of the element or subelement being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</p> <p>Approximately 60 - 69% of Contractor's work product meets the standard.</p>	<p>Represented GSA in a professional manner some of the time when dealing with the tenant agency, building representatives, and others.</p> <p>* Complied with GSA Standards of Conduct.</p>	<p>* Negotiations failed to result in lease contract to which met LCRM measure, and/or contractor failed to provide documentation supporting negotiated rate.</p> <p>* Poorly communicated impact of market changes as the procurement progresses.</p>	<p>* Marginally completed the RLP, amendment(s), RLP distribution list, negotiation objectives, PNM, RLP lease, award letters, source selection documents, cost benefit analysis JOTFOC, and other related documents.</p> <p>* Documents contained some major errors and required more than one revision.</p> <p>* Poorly assembled the lease contract file.</p>	<p>* Failed to display a depth of knowledge of all regulations and contract requirements through drafting RLP, choosing appropriate attachments, negotiations, preparing letters and documents etc.</p> <p>* Marginally assembled the RLP, PNM, negotiation objectives, PVA, source selection documents, lease, award/rejection letters, etc. with multiple errors requiring several revisions.</p> <p>* Failed to identified items that could affect negotiations, i.e. market conditions, local trends.</p> <p>* Poorly conducted negotiations (evaluate offers, communicate deficiencies, rental rate, confirm sf, etc) as rental rate high compared to the market and LCRM measure.</p> <p>* Poorly assembled the lease contract file.</p>	<p>* Failed to submit some documents per the approved schedule date, i.e. RLP, revised negotiation objectives, PV analysis, abstract of offer(s), PNM, lease, cover letters.</p> <p>* Documents submitted late.</p> <p>* Failed to identify and communicate project delays.</p> <p>Needed to be reminded to upload documents in GREX as required.</p>
Overall poor performance that minimally meets contract requirements	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p> <p>Approximately 1 - 59% of Contractor's work product meets the standard.</p>	<p>* Failed to represent GSA in a professional manner when dealing with the tenant agency, building representatives, and others.</p> <p>* Often rude and discourteous to parties involved in the project.</p> <p>* Failed to comply with GSA Standards of Conduct.</p> <p>* Demonstrated poor behavior on phone calls or in person with the tenant agency, building representatives and others.</p>	<p>* Negotiations failed to result in lease contract to which met LCRM measure, and/or contractor failed to provide documentation supporting negotiated rate.</p> <p>* Failed to communicate impact of market changes as the procurement progresses.</p>	<p>* Poorly completed the RLP, amendment(s), RLP distribution list, negotiation objectives, PNM, RLP lease, award letters, source selection documents, cost benefit analysis JOTFOC, and other related documents.</p> <p>* Failed to submit complete, accurate, and neat documents.</p> <p>* Documents contained major errors and required multiple submissions.</p> <p>* Poorly assembled the lease contract file.</p>	<p>* Failed to display a depth of knowledge of all regulations and contract requirements through drafting RLP, choosing appropriate attachments, negotiations, preparing letters and documents etc.</p> <p>* Poorly assembled the RLP, PNM, negotiation objectives, PVA, source selection documents, lease, award/rejection letters, etc. not meeting contract requirements with multiple major errors.</p> <p>* Failed to identified items that could affect negotiations, i.e. market conditions, local trends.</p> <p>* Poorly conducted negotiations (evaluate offers, communicate deficiencies, rental rate, confirm sf, etc) as rental rate high compared to the market and LCRM measure.</p> <p>* Poorly assembled the lease contract file.</p>	<p>* Failed to submit documents per the approved schedule date, i.e. RLP, revised negotiation objectives, PV analysis, abstract of offer(s), PNM, lease, cover letters.</p> <p>* Documents submitted late.</p> <p>* Failed to identify and communicate project delays.</p>
No deliverable/ does not meet contract requirements						

Guide for GLS Task Order Level Evaluations - Post Award Services

Criteria ▶	Business Relations	Cost Control	Document Quality	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)	
Likert Rating ▼						
Overall outstanding performance/Consistently exceeds contract requirements	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p>To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</p> <p>Approximately 90 - 100% of Contractor's work product meets the standard.</p>	<p>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</p> <p>* Courteous to all parties involved.</p> <p>* Complied with GSA Standards of Conduct.</p> <p>* All actions and behavior was in an ethical manner.</p>	<p>* Expertly negotiated Tenant Improvement (TI) and change orders to reduce the total TI cost.</p> <p>* Promptly and thoroughly communicated impact of market changes during build out.</p> <p>* Demonstrate depth of knowledge of market conditions through revision of TI negotiation objectives and negotiation strategy.</p>	<p>* Expertly completed the TI PNM, D-B, and other related documents.</p> <p>* Submitted an outstanding TI PNM and other documents on the first submission which were also complete, accurate, and neat.</p> <p>* TI PNM and other documents contained no errors.</p>	<p>* Proficient in managing the construction schedule and proactive in identifying/ advising of delays.</p> <p>* Demonstrated excellent depth of knowledge of all Federal acquisition regulations and contract requirements, i.e. D-B, shell v. TI, construction schedule.</p> <p>* Expertly conducted TI negotiations and assembled the TI-PNM, LAS, etc. exceeding contract requirements with no errors.</p> <p>* Expertly assembled the lease contract file.</p>	<p>* Drafted TI-PNM and completed other tasks, i.e. negotiations, ahead of the approved schedule date.</p> <p>* Proactively submitted other documents ahead of the agreed timeframe, i.e. lease file.</p> <p>* Proactive in identifying project delays and/or expertly mitigate project delays.</p>
4 Overall great performance/Exceeds minimum contract requirements	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor was effective.</p> <p>To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.</p> <p>Approximately 80 - 89% of Contractor's work product meets the standard.</p>	<p>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</p> <p>Demonstrated above average customer service skills.</p> <p>* Courteous to all parties involved.</p> <p>* Complied with GSA Standards of Conduct. All actions and behavior were in an ethical manner.</p>	<p>* Expertly negotiated Tenant Improvement (TI) and change orders to reduce the total TI cost.</p> <p>* Promptly communicated impact of market changes during build out.</p> <p>* Demonstrate some knowledge of market conditions through revision of TI negotiation objectives and negotiation strategy.</p>	<p>* Above average completed the TI PNM, D-B, and other related documents.</p> <p>* Submitted an above average TI PNM and other documents on the first submission which were also complete, accurate, and neat.</p> <p>* TI PNM and other documents contained few minor errors.</p>	<p>* Proficient in managing the construction schedule and proactive in identifying/ advising of delays.</p> <p>* Demonstrated above average depth of knowledge of all Federal acquisition regulations and contract requirements, i.e. D-B, shell v. TI, construction schedule.</p> <p>* Conducted TI negotiations and assembled the TI-PNM, LAS, etc. exceeding contract requirements with no errors.</p> <p>* Above average assembly the lease contract file.</p>	<p>* Drafted some documents ahead of the approved schedule date (TI-PNM & completed other tasks i.e. negotiations).</p> <p>* Submitted some other documents ahead of the agreed timeframe, i.e. lease file.</p> <p>* Proactive in identifying project delays and/or expertly mitigate project delays.</p>
3 Overall good performance/Meets contract requirements	<p>Performance meets contractual requirements. The contractual performance of the element or subelement contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.</p> <p>Approximately 70 - 79% of Contractor's work product meets the standard.</p>	<p>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</p> <p>* Complied with GSA Standards of Conduct.</p>	<p>* Adequately negotiated Tenant Improvement (TI) and change orders.</p> <p>* Communicated impact of market changes during build out.</p>	<p>* Good at completing the TI PNM, D-B, and other related documents.</p> <p>* Submitted an adequate TI PNM and other documents on the which were also complete, accurate, and neat.</p> <p>* TI PNM and other documents contained few minor errors.</p>	<p>* Sufficient in managing the construction schedule.</p> <p>* Identified and advised of delays.</p> <p>* Demonstrated adequate knowledge of Federal acquisition regulations and contract requirements, i.e. D-B, shell v. TI, construction schedule.</p> <p>* Adequately conducted TI negotiations and assembled the TI-PNM, LAS, etc. per contract requirements.</p> <p>* Assembled the lease contract file.</p>	<p>* Drafted TI-PNM and completed other tasks, i.e. negotiations, per the approved schedule date.</p> <p>* Submitted other documents per of the agreed timeframe, i.e. TI PNM, lease file.</p> <p>* Adequately identified project delays and/or communicated project delays.</p>
2 Meets some contract requirements	<p>Performance does not meet some contractual requirements. The contractual performance of the element or subelement being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</p> <p>Approximately 60 - 69% of Contractor's work product meets the standard.</p>	<p>Represented GSA in a professional manner some of the time when dealing with the tenant agency, building representatives, and others.</p> <p>* Complied with GSA Standards of Conduct.</p>	<p>* Marginally negotiated Tenant Improvement (TI) and change orders.</p> <p>* Failed to communicate impact of market changes during build out.</p>	<p>* Marginally completed the TI PNM, D-B, and other related documents.</p> <p>* Failed to submit a complete, accurate and neat TI PNM and other documents.</p> <p>* TI PNM and other documents contained major errors and/or required multiple submissions.</p>	<p>* Failed to manage the construction schedule.</p> <p>* Poorly identified and advised of delays</p> <p>* Demonstrated lack of knowledge of Federal acquisition regulations and contract requirements, i.e. D-B, shell v. TI, construction schedule.</p> <p>* Poorly conducted TI negotiations.</p> <p>* Poorly assembled the TI-PNM, LAS, etc. per contract requirements.</p> <p>* Poorly assembled the lease contract file.</p>	<p>* Failed to submit the TI-PNM and completed other tasks, i.e. negotiations, per the approved schedule date.</p> <p>* Documents and deliverables submitted late.</p> <p>* Failed to identify and communicate project delays.</p>

Guide for GLS Task Order Level Evaluations - Post Award Services

Criteria ▶	Business Relations	Cost Control	Document Quality	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)	
Likert Rating ▼						
<p>1</p> <p>Overall poor performance that minimally meets contract requirements</p>	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p> <p>Approximately 1 - 59% of Contractor's work product meets the standard.</p>	<ul style="list-style-type: none"> * Failed to represent GSA in a professional manner when dealing with the tenant agency, building representatives, and others. * Often rude and discourteous to parties involved in the project. * Failed to comply with GSA Standards of Conduct. Behavored poorly on phone calls or in person with the tenant agency, building representatives and others. 	<ul style="list-style-type: none"> * Inadequately negotiated Tenant Improvement (TI) and change orders. * Failed to communicate impact of market changes during build out. 	<ul style="list-style-type: none"> * Poorly completed the TI PNM, D-B, and other related documents. * Failed to submit a complete, accurate and neat TI PNM and other documents. * TI PNM and other documents contained major errors and/or required multiple submissions. * Government drafted at least one deliverable due to failure of contractor to provide acceptable, timely document after being reminded by COR. 	<ul style="list-style-type: none"> * Failed to manage the construction schedule. * Failed to identify and advised of delays * Demonstrated lack of knowledge of Federal acquisition regulations and contract requirements, i.e. D-B, shell v. TI, construction schedule. * Poorly conducted TI negotiations. * Poorly assembled the TI-PNM, LAs, etc. per contract requirements. * Failed to assemble the lease contract file. 	<ul style="list-style-type: none"> * Failed to submit the TI-PNM and completed other tasks, i.e. negotiations, per the approved schedule date. * Documents and deliverables submitted late. * Failed to identify and communicate project delays. * Government drafted at least one deliverable due to failure of contractor to provide acceptable, timely document after being reminded by COR.
<p>No deliverable/ does not meet contract requirements</p>						

Guide for GLS Program Level Evaluations

Criteria ▶	Business Relations	Cost Control	Quality (Document Quality)	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)
Evaluation Focus	Engagement with Program Officials. Escalation of program issues. Partnership efforts.	Achievement of financial targets. Accuracy in commission calculations. Programmatic or project related cost savings.	Accuracy of Reports Meaningful Updates Formatting is consistent with regional standards.	Problem solving Assignment of staff (required capabilities) Observed best practices	Provision or completion of program documents. Adherence to project schedules. Response time to program officials.
Overall outstanding performance/Consistently exceeds contract requirements	<p>The Contractor consistently exceeds minimum contract standards by participating in every business relations category contained in the monthly report.</p> <p>Contractor engages with Program Officials using a variety of communication methods leading to improved relations (phone, e-mail, video conferencing, in-person meetings).</p> <p>Contractor proactively escalates program or project concerns before they become program issues; Voices concerns about COR performance or regional inconsistencies to be addressed by the RPM.</p> <p>Creates partnership efforts that add value to the leasing program.</p> <p>Use "Evaluation Focus" to identify desired behaviors above Level 3</p>	<p>The Contractor consistently exceeds minimum contract standards by achieving greater than 10% below financial targets (Bullesye, Negotiation Objective, etc).</p> <p>No corrections need to be made as a result of contractor error relative to commission calculations.</p> <p>Contractor proactively pursues and achieves a programmatic or project related cost savings outside of stated financial targets (i.e., concessions; free/reduced rent, free/reduced use of amenities, etc.)</p>	<p>The Contractor consistently exceeds minimum contract standards by ensuring all areas of the monthly report are completed and contain the correct Broker Contractor, COR and status of evaluations.</p> <p>The Contractor provides clear and meaningful updates that include the most current information (up to the day the report is released), the status of G-REX, and should indicate who is responsible for the next step in the process. The Contractor reports out on observed trends and offers innovative ideas on improving the report or utilizing report data better.</p> <p>The Contractor ensures that the formatting of deliverables is consistent with regional standards and ensures that documents are uploaded in G-REX that are consistent with what is required in the Leasing Desk Guide and Contract.</p> <p>In addition to monthly reports, document quality may also assess meeting agendas, periodic status updates, Conflict of Interest and other administrative documents.</p>	<p>The Contractor consistently exceeds minimum contract standards by ensuring that every contractor performs consistently well, is proactive in accomplishing tasks, independently works without need for guidance/oversight. RPM/COR do not have to refer brokers to contract, regulations, etc. Transaction managers are regularly proactive in providing solutions to complex issues and require no guidance from GSA.</p> <p>Speaks and works on behalf of GSA as a subject matter expert.</p> <p>Keeps staff trained and up to date on new policies and regulations. Use of the most updated forms and templates.</p>	<p>The Contractor consistently exceeds minimum contract standards by provision and or completion of program deliverables in advance of due dates.</p> <p>The Contractor exceeds expectations for adherence to project schedules and project milestones are met without modifications to project schedules (dates that are not on the critical path are adjusted as necessary to mitigate milestone delays)</p> <p>The Contractor responds to program officials by communicating information before the agreed upon timeframe, proactively initiates communication to identify project date slippage and comes up with creative ways to get back on schedule.</p> <p>The Contractor completes project assignments quickly so that Project Orientation Meetings with the COR and Tenant Agency are consistently scheduled in advance of the contract requirement of 5 days following issuance of the task order. (Section C.4.3.2.)</p> <p>The Contractor identifies projects with schedules that are high priority/high risk (ie: 3 months from expiration, Agency taking 9 months + for DDs, etc.). Alerts RPM of possible issues, offers mitigation strategies to correct project path or provide coverage (ie: dedicated resources/effort to recover the schedule or suggesting an extension as a stop-gap measure).</p> <p>The Contractor demonstrates advance preparation for Monthly Status Calls, regularly scheduled meetings (ie: suggesting agenda items or creating the agenda more than two days in advance of a meeting).</p>
4 Overall great performance/Exceeds minimum contract requirements	<p>The Contractor frequently exceeds minimum contract standards by participating in most business relations categories contained in the monthly report.</p> <p>Contractor engages with Program Officials using a variety of communication methods leading to improved relations (phone, e-mail, video conferencing, in-person meetings) when requested.</p> <p>Contractor proactively escalates program or project concerns once they become program issues. Confirms concerns about COR performance or regional inconsistencies to be addressed by the RPM when asked.</p> <p>Participates in partnership efforts that add value to the leasing program.</p>	<p>The Contractor frequently exceeds minimum contract standards by achieving up to 10% below financial targets (Bullesye, Negotiation Objective, etc).</p> <p>No corrections need to be made as a result of contractor error relative to commission calculations.</p> <p>Contractor pursues and/or recommends a programmatic or project related cost savings outside of stated financial targets (i.e., concessions; free/reduced rent, free/reduced use of amenities, etc.)</p>	<p>The Contractor frequently exceeds minimum contract standards by ensuring the majority of the monthly reports are completed and contain the correct Broker Contractor, COR and status of evaluations.</p> <p>The Contractor provides clear and meaningful updates that include the most current information (up to the day the report is released), the status of G-REX, and should indicate who is responsible for the next step in the process. The Contractor frequently reports out on observed trends and offers innovative ideas on improving the report or utilizing report data better.</p> <p>The Contractor ensures that the formatting of deliverables is consistent with regional standards and ensures that documents are uploaded in G-REX that are consistent with what is required in the Leasing Desk Guide and Contract.</p>	<p>The Contractor frequently exceeds minimum contract standards by ensuring that the majority of contractors perform consistently well, is proactive in accomplishing tasks, independently works without need for guidance/oversight. In most cases, RPM/COR do not have to refer brokers to contract, regulations, etc. Transaction managers are frequently proactive in providing solutions to complex issues and require no guidance from GSA.</p> <p>Speaks and works on behalf of GSA as a subject matter expert.</p> <p>Majority of staff trained and up to date on new policies and regulations. Use of the most updated forms and templates.</p>	<p>The Contractor frequently exceeds minimum contract standards by provision and or completion of program deliverables in advance of due dates. Contractor frequently exceeds contract time frames for assigning team members and team members contact CORs for project commencement prior to the 5 working day time frame.</p> <p>The Contractor exceeds expectations for adherence to project schedules and project milestones are met without modifications to project schedules (dates that are not on the critical path are adjusted as necessary to mitigate milestone delays).</p>

Guide for GLS Program Level Evaluations

Criteria ▶	Business Relations	Cost Control	Quality (Document Quality)	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)	
3 Overall good performance/Exceeds contract requirements	<p>Performance meets contractual requirements. The contractual performance of the element or subelement contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.</p> <p>Approximately 70 - 79% of Contractor's work product meets the standard.</p>	<p>Minimum performance standard: The Contractor complies with GSA Standards of Conduct, identified in Section H, and maintains a professional demeanor. The Contractor's interactions are generally positive and constructive. The Contractor assists in strategic planning when requested.</p>	<p>Minimum performance standard: Negotiation Objectives shall be based on market comparables and address necessary cost elements, included in the asking rates.</p> <p>Lease negotiations shall result in a rental rate within the stated Negotiation Objective range for the market.</p> <p>The Contractor communicates market changes as the procurement progresses.</p> <p>Negotiated lease rates must be substantiated by supporting documentation.</p> <p>The Contractor achieves a market rate commission.</p>	<p>Minimum performance standard: Documents generally require one or two revisions before a final draft is considered acceptable. Errors are generally minor in nature, meaning that there are no gross errors, inconsistencies, omissions, or inaccuracies. Final drafts of documents are accurate in content.</p>	<p>Minimum performance standard: The Contractor demonstrates a working knowledge of the Federal leasing process. The Contractor requires occasional technical direction but executes direction accurately. The Contractor employs qualified, trained personnel with an understanding of the Contract and the GSA Lease Acquisition requirements. The Contractor identifies obstacles and offers strategies to mitigate them during the course of the contract.</p>	<p>Minimum performance standard: The Contractor generally provides deliverables, including lease file documents and administrative submissions, in accordance with the established timeframes, and the project schedule is updated. While there may be some occasional delays on the Contractor's part, the major milestones are delivered on time. The Contractor provides status and schedule updates, to include delays. The Contractor responds to communication from regional and national program officials in accordance with response times as identified in Section C.4.1.2. Reports, required in Section C.6, are submitted not later than the stated due date.</p>
Meets some contract requirements	<p>Performance does not meet some contractual requirements. The contractual performance of the element or subelement being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</p> <p>Approximately 60 - 69% of Contractor's work product meets the standard.</p>	<p>The Contractor sometimes complies with most GSA Standards of Conduct identified in Section H and maintains a professional demeanor with with guidance and coaching.</p> <p>The Contractor's interactions with project stakeholders requires damage control from team members or program officials to maintain positive a constructive intent.</p>	<p>For the performance period, Negotiation Objectives are not appropriately attributed to market comparables and may be missing necessary cost elements, included in the asking rates.</p> <p>Lease negotiations result in a rental rate above the stated Negotiation Objective range for the market.</p> <p>There is no evidence of proactive attempts by the Contractor's key personnel to negotiate rates within range on multiple projects.</p> <p>The Contractor does not communicate/is not aware of market changes impacting projects within the region.</p> <p>Negotiated lease rates are poorly substantiated.</p> <p>The Contractor's key personnel does not achieve a market rate commission on multiple projects.</p>	<p>The Contractor sometimes meets minimum contract standards by ensuring the majority of the monthly reports are completed. Documents generally require three to five revisions before a final draft is considered acceptable. On average, major errors are identified on multiple projects, that negatively impact the region's overall performance.</p>	<p>The Contractor sometimes meets minimum contract standards; Often requires technical direction, and must be reminded of the contract requirements. A significant number of staff appear to need additional training and frequent guidance.</p> <p>Does not work independently, and often asks for permission and guidance prior to completing tasks. Is not considered a subject matter expert.</p>	<p>The Contractor sometimes meets minimum contract standards by providing deliverables, including lease file documents and administrative submissions, in accordance with the established timeframes, and the project schedule is updated when asked by Program Officials. There are multiple delays on the Contractor's part, and some major milestones are delivered late. The Contractor provides status and schedule updates, to include delays when asked. The Contractor responds to communication from regional and national program officials outside of response times as identified in Section C.4.1.2. Reports, required in Section C.6, are submitted later than the stated due date.</p>
Overall poor performance that minimally meets contract requirements	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p> <p>Approximately 1 - 59% of Contractor's work product meets the standard.</p>	<p>The Contractor rarely meets minimum contract standards. With escalations and Program Official assistance of a level greater and more extensive than expected for Contractor's Key Personnel only complies with some GSA Standards of Conduct identified in Section H.</p> <p>Interactions with program stakeholders are adversarial and destructive.</p> <p>The Contractor's interactions with project stakeholders results in requests for removal of the Contractor or negatively impacts the project outcome.</p>	<p>The Contractor rarely meets minimum contract standards. With escalations and Program Official assistance of a level greater and more extensive than expected for Contractor's Key Personnel negotiation Objectives are not appropriately attributed to market comparables and documentation has significant weaknesses.</p> <p>Lease negotiations result in a rental rate 10% or more above the stated Negotiation Objective range for the market. There is no evidence of proactive attempts by the Contractor's key personnel to negotiate rates within range on multiple projects.</p> <p>The Contractor does not communicate/is not aware of market changes impacting projects within the region. Negotiated lease rates are poorly substantiated.</p> <p>The Contractor's key personnel does not achieve a market rate commission on multiple projects.</p>	<p>The Contractor rarely meets minimum contract standards. With escalation and Program Official assistance of a level greater and more extensive than expected for Contractor's Key Personnel, documents generally require substantial re-work before a final draft is considered acceptable. Errors are major in nature meaning that there are gross errors, inconsistencies, omissions, or inaccuracies that negatively impact multiple projects.</p>	<p>The Contractor rarely meets minimum contract standards. With escalations and Program Official assistance of a level greater and more extensive than expected for Contractor's Key Personnel, Program Officials must consistently provide technical direction, and must be remind the Contractor of contract requirements. The majority of staff appear to need additional training and display a general lack of knowledge of the contract and their overall duties.</p> <p>Does not work independently, and regularly asks for permission and guidance prior to completing tasks. Regularly needs coaching and guidance.</p>	<p>The Contractor rarely meets minimum contract standards by providing deliverables, including lease file documents and administrative submissions, and the project schedule is updated when asked by Program Officials. There are multiple delays on the Contractor's part, and most major milestones are delivered late. The Contractor provides status and schedule updates, to include delays when asked. The Contractor responds to communication from regional and national program officials outside of response times as identified in Section C.4.1.2. Reports, required in Section C.6, are submitted later than the stated due date.</p> <p>The Contractor does not respond timely to requests for services related to protests, claims, inquiries and market analysis.</p> <p>The Government experiences delays greater than 10 days with contractor team member assignments with notifications to the COR.</p>