DEPARTMENT OF THE INTERIOR SPACE MANAGEMENT HANDBOOK

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FOREWORD

This Departmental Space Management Handbook provides guidelines for the management of owned, direct leased, and General Services Administration (GSA) - provided space, by bureaus and offices of the Department of the Interior. The Handbook implements Departmental Manual (DM) 425 Chapters 1-6.

This customer-oriented Handbook provides guidance on additional space management matters as recommended by the Interior bureaus and offices and provides clarification on GSA policies and requirements for both direct leased and GSA-provided space.

Questions regarding the content of the Handbook may be directed to the Office of Acquisition and Property Management (PAM), Space Coordination Office. Additional copies of the Handbook, which will be updated through releases when appropriate, may be ordered from the National Business Center, Administrative Service Center, 7301 West Mansfield Avenue, Denver, Colorado 80235-2230.

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DEPARTMENT OF THE INTERIOR
SPACE MANAGEMENT HANDBOOK

INTRODUCTION

This Departmental Space Management Handbook (implementing 425 DM) provides guidelines for the acquisition and management of space by bureaus and offices of the Department of the Interior (see the Foreword). You may direct your questions about this handbook to Michael Wright or Lavera Hamidi.

This handbook was last updated on July 31, 2007.

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U.S. Department of the Interior

Space Management Handbook for GSA-Provided, DOI Direct-Leased and DOI-Owned Space

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SPACE MANAGEMENT PRINCIPLES

Space and Asset Management

Space management supports and complements asset management within the Department of the Interior (DOI). Space management is more concerned with the utilization of general and special purpose space while asset management tends to focus more on life-cycle issues. While these two areas are distinct, there are dependencies between the two. In most DOI Bureaus and Offices, real property and space managers are separate individuals, but to ensure a successful space management program, space managers must understand asset management and remain current with asset management plans. Open and regular dialogue between these program managers will aid in responsible management of all of DOI's valuable assets. The Department has created a Space Coordination Office (SCO) to ensure that asset management issues are integrated into space management, and that space management requirements are reflected accurately in asset management plans.

Space Coordination Office

Acting as the Departmental liaison between asset management and space management, the Space Coordination Office is located in the Office of Acquisition and Property Management (PAM). The SCO:

- develops space management policy and guidance;
- oversees management and technical policy requirements;
- resolves space policy issues;
- reviews 5-Year Space Management Plans and major Space Proposals;
- monitors bureau/office portfolios to identify opportunities for consolidation, relocation and collocation;
- makes recommendations for consolidation, relocation and collocation decisions;
- reviews DOI and bureau/office Office of Management and Budget (OMB) Circular A-11, Space Budget Justification, Exhibit 54, submissions; and
- reviews business cases for major investments.

The SCO coordinates information with the Asset Management Team and the space management community.

How Space and Asset Management Merge

Space management often focuses solely on the acquisition of space via General Services Administration (GSA) and commercial entities, and the utilization of that space among individual organizations. As a result, opportunities for consolidation and collocation may be missed, since such a significant part of the DOI real property holdings are owned. Asset management attempts to merge owned property and direct leases for significant life-cycle and management decisions, but can have difficulties when addressing GSA-provided space. It is the responsibility of the bureau/office space managers to remain cognizant and involved in the asset planning happening within their bureaus/offices. This will aid real property managers in understanding the difference in managing GSA-provided space and will keep the space managers up-to-date on planned changes in the real property inventory that can directly affect space management.

Separation of asset managers and space managers is not the preferred organizational structure. Some bureaus/offices for other reasons do not combine these two programs within the same organization, creating a challenge for space managers. For successful space planning, space managers must address management of space in GSA-provided, direct-leased, and owned real property. Leaving any of the three out of the planning process will likely result in duplication of efforts, increased costs and missed opportunities for consolidation and collocation. Additionally, by not including asset management data, bureau/office 5-Year Space Management Plans will not cover all space the bureau/office utilizes. These plans are essential for the prudent management of space, the cost of which is significant for all bureaus/offices.

Space managers, asset managers, real property specialists and facility managers have overlapping and complementary responsibilities. In larger organizations these managers are different individuals, requiring continual communication exchange to ensure all space management principles are consistently applied and result in responsible management of DOI's assets.

Multi-Year Space Management Planning

Each DOI bureau and office must review the prior year's 5-Year Space Management Plan, and update it as needed by incorporating the aggregate needs of the program in the new budget year and four out years. The 5-Year Space Management Plan, approved by the bureau or office director, is submitted to the Department's Space Coordination Office. It is critical that the first three years of the 5-Year Space Management Plan are consistent with the OMB Circular A-11, Exhibit 54 that is submitted in late summer each year.

Planning is an ongoing process to document bureau or office space needs over a multi-year period. In support of the goals of the Department Asset Management Plan, the intent is to consolidate the bureau and office multi-year plans at the Departmental level to identify and assist with future collocation and consolidation opportunities within and outside the Department and forecast asset investments. The bureau or office director approves the plan before submitting it to the Department to ensure engagement of senior bureau/office leadership.

Initial Determination of Space Needs

Organizations normally review space requirements when new missions are directed, growth of the organization occurs in order to fulfill the mission, and annually when preparing budget requests and updates to the 5-Year Space Management Plan. Changes in the organization size and mission are the most common times space needs are addressed; annually reviewing space needs and determining the mission dependency of all locations will further improve the effective and efficient use of space.

New space needs require the space manager to first consider all assets currently held by the organization – owned, leased and GSA-provided. If opportunities exist for the new space needs to be created from existing space allocations, most often by consolidation of existing organizations into more efficient space footprints, then the new space need should be obtained through this consolidation. Where no consolidation of current space allocations is possible, organizations must obtain space from either GSA or a commercial entity. GSA-provided space must be the first option an organization considers when looking for new space; direct leases can only be obtained once the bureau/office determines (with GSA input) that GSA is unable to meet the new space need. Construction may also be an option at this time; the bureau/office Investment Review Board will determine whether construction is appropriate for any given space need.

If a decision to directly lease space from a commercial entity is made, the bureau/office must first determine if there are possibilities to collocate with another bureau/office or Government agency. This process should be aggressively pursued, as there are economies of scale to realize when smaller organizations collocate. Generally, collocations may be done via direct leases or through GSA-provided space, although at this point in the process the non-availability of GSA-provided space has been determined. Bureau/Offices should document the process and take steps to collocate; this will support decisions to obtain a lease independently and document successes in collocation.

Options for Obtaining Space

NOTE: Bureau/Office-owned buildings are the first option when new space requirements occur. New space should never be obtained when existing owned buildings can fulfill the requirement. While there are alternative sources of space, GSA remains DOI's primary provider of space, and when acceptable GSA-provided space is available, GSA is the first acquisition source.

Space can be obtained from GSA, direct leases or construction. Other innovative space methods include reciprocal agreements with other DOI bureaus or offices, other Federal agencies, states, tribes, universities or other non-profit organizations.

GSA-Provided Space

GSA-provided space is the preferred method for obtaining general purpose and special space. GSA has the ability and knowledge to obtain the best rates from the commercial market, and due to the size of its leases, GSA can leverage space costs in many areas. While there are some opinions that GSA is not the least expensive method, these opinions are not relevant given that delegated leasing authority is given to organizations only with the proviso that GSA be allowed the option of providing space initially.

Bureaus/Offices request space directly from GSA. While no longer required, the Standard Form 81 (SF-81), Request for Space[1], may be used to request new space, additional space to an existing Occupancy Agreement, or the return of space. If a bureau/office does not use the SF-81, then whatever documentation the bureau/office uses must contain the information contained on the SF-81. These requests are made to the local GSA region; there is no requirement for Departmental review, but as required by 425 DM 3 requests for new or expanded space must be reported to the SCO. [2] Requests for space must be signed by an

1 See Appendix A – Space Request, SF-81.
2 See Appendix B - Justification for New or Expanded Space.

individual authorized budget authority to request space.

Direct Leases

If GSA is unable or unwilling to provide space to a bureau/office, and the bureau/office has delegated leasing authority, the bureau/office may decide to directly lease space with a commercial entity. An overview of this process is covered in Chapters 4 and 5 of this Handbook. While obvious costs involved in direct leases may make them appear less expensive than GSA-provided space, indirect costs involved in the overhead incurred in providing training and associated administrative costs for the warranted space contracting operation must be included when determining total costs involved in direct leasing.

Construction

Construction of buildings is an option for obtaining space, and in many cases for remote areas and for areas where DOI owns the land, the preferred option. Construction decisions are made by the bureau/office Investment Review Boards, not by space mangers. However, space managers should be involved in the layout planning to ensure utilization rates are maintained within established guidelines.

There are stringent budgetary requirements for construction. It is important to work closely with your bureau or office budget staff to obtain necessary construction authority.

Other Methods for Obtaining Space

Interagency/Inter-bureau Agreements

Organizations may obtain space from another DOI bureau or office (Inter-bureau) by using a reciprocal agreement such as a Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA). When acquiring space in this manner, an Inter-bureau Agreement is created. The Inter-bureau Agreement, that is, the MOU or MOA, becomes the basis for the providing bureau/office finance office to recover costs from the bureau/office obtaining space. As changes are made to the terms of sharing occupancy of the space, the agreement should be amended. When space is obtained through these types of agreements, reporting requirements of the Space Budget Justification, Exhibit 54, and the 5-Year Space Management Plan must include annotation of the methods and costs associated in obtaining this space.

Collocation with an agency outside of DOI (DOI bureau/office with a non-DOI entity) requires an Interagency Agreement[3] ; this is similar to the Inter-bureau Agreement[4]. The Interagency Agreement (MOU or MOA) becomes the basis for the billing for the cost of the space during the term of the lease agreement. Interagency Agreements are entered into and signed to provide financial commitment by an agency, DOI bureau or

3 There are several different formats for the Interagency/Inter-bureau Agreements; contact the bureau Contracting Officer for samples and specific Interagency/Inter-bureau Agreement formats.
4 The difference in names comes from the entities involved; two DOI organizations are Inter-bureau while a DOI bureau and an entity from outside DOI, such as the Mine Safety and Health Administration, is an Interagency Agreement.

office, to the lease contract firm term. Just as with Inter-bureau Agreements, all known terms of the sharing of the space are specifically outlined in the MOU/MOA. Other methods of obtaining space exist, such as the BLM blanket leasing authorization and the Service First program. As these are normally unique to a bureau/office and not used by all of DOI, see your bureau/office guidance for details on these programs.

Non-Federal Entities

In other cases, space is obtained through agreements with non-Federal entities that have existing space to provide in order to obtain a bureau/office presence at their location. For example, a university may provide space to the U.S. Geological Survey to have direct access to the scientists and their work. These agreements are documented through memoranda of understanding, cooperative agreements or direct leases. These agreements may or may not involve an exchange of funds; some universities provide free space in exchange for the ease of access to personnel and their work. Each bureau/office outleasing space to non-Federal entities will create guidance on the process the bureau/office will use[5].

Space Management Partnership (Partnership)

The Space Management Partnership (Partnership) is a standing committee within DOI under the authority of PAM. With the direction of the Space Coordination Office (SCO), the Partnership recommends policies and procedures, coordinates research, and provides advice on space management to the Asset Management Partnership (AMP). Through the Space Coordination Office, the Partnership will coordinate management issues concerning Department-wide space management program efforts as they relate to the DOI Asset Management Plan.

The Partnership is the forum through which bureau/office mid-management space managers, in support of the AMP, develop common strategies and agreements to strengthen the management of space Department-wide to achieve program and project efficiencies and cost effectiveness. The Partnership provides input to the AMP and Departmental leadership on space management policy issues; and on implementation of the DOI 5-Year Space Management Plan, including related policy decisions and business practices within the Department and the bureaus/offices. In addition, the Partnership advises and provides recommendations to the AMP on the Department-wide strategic vision for space management and the DOI actions that support and comply with the Department and bureau/office strategic plans and objectives.

Specific functions include:

- Develop a Departmental communication network to foster a unified space management program and promulgate guidance.

5 Non-Federal entities also contract space from bureaus/offices. This process of providing space to commercial entities is referred to as outleasing. An example of outleasing is contracting with a commercial entity for space in a Federal building to provide services to the employees or to visitors. See Federal Management Regulation 102-79.65 for guidance.

- Periodically review Departmental space management policies and procedures to determine program effectiveness and develop plans.
- Assist with the establishment of educational, training and career development programs within the space management field.
- Develop and recommend policies and procedures to streamline space management activities across the Department and its bureaus.
- Explore ways and means to share expertise and data management throughout the Department to maximize efficiency and minimize costs.
- Collectively explore emerging technologies and innovative methodologies to recommend Department-wide adoption.

The permanent members of the Partnership are:

- One mid-level space management professional from each bureau/office[6] designated in writing by the Bureau/Office Senior Asset Management Officer. The designees must be able to represent the full range of the space management discipline as defined through the Department of the Interior Asset Management Plan.
- Chairperson and alternate Chairperson from the Office of Acquisition and Property Management Space Coordination Office.

Members are expected to attend all regularly scheduled meetings. Space managers need to interface with a range of disciplines. To effectively accomplish its goal, the Partnership will expand its membership to address the overall complex program and administrative management challenges. When appropriate, program managers will be invited to participate on a meeting-by-meeting basis, or on a permanent ex-officio basis. Other bureau/office and Departmental staff are welcome to participate at Partnership meetings on ex-officio basis.

Space Safety, Health and Accessibility

DOI is required to furnish to its employees places and conditions of employment that are free from recognized hazards that are or are likely to cause death or serious physical harm[7]. This also includes providing for the safety and health of contractors, concessionaires, volunteers, and the public (visitors). Preoccupancy inspections for safety, health, environmental, and accessibility considerations will be conducted by bureau or office safety and health and environmental professionals or other qualified person(s). Based on the inspection findings, the responsible safety and health and/or environmental manager, as appropriate, will recommend occupancy of the space or identify corrective actions needed to bring the space into an environmentally-friendly and a safe and healthful condition. Our facilities are to be formally inspected at least annually and deficiencies abated on an identified schedule. All facilities will be in compliance with applicable safety, health, environmental, and accessibility standards and regulations. The responsible safety, health, and environmental staff will be involved in the entire space acquisition process.

6 Bureaus to be represented on the Partnership are the Bureau of Indian Affairs, Bureau of Land Management, Bureau of Reclamation, Fish and Wildlife Service, Minerals Management Service, National Business Center (for Office of the Secretary), National Park Service, Office of Surface Mining and U.S. Geological Survey.
7 Additionally, provisions of the Uniform Federal Accessibility Standards for the handicapped must be met.

Chapter 2

SPACE REQUIREMENTS

NOTE: Detailed space specification information is available on the GSA, Public Buildings Service website. Requests for space must be signed by an individual with budget authority to request space.

General Description

Space requirements may vary from one bureau/office to another depending upon mission requirements. However, there are some basic requirements that a bureau/office must address when initially planning to obtain space. These requirements include space planning and layout, general purpose and special purpose space floor plans, security requirements, telecommunication / information technology (IT) requirements, parking requirements and utilization of space. Space utilization must address private offices, systems furniture, circulation requirements, special purpose space, historical buildings and warehouse use. Each of these areas is critical in the initial determination of space need, as each will have a direct impact on the cost of the space. Space requirements should reflect and not exceed what the bureau/office needs for successful implementation of their mission.

Space Planning and Layout

The tenant (if the project is collocated, then representatives of all affected DOI bureaus and offices and/or Federal agencies) that will occupy the space will participate in the space layout planning process. The representative(s) who will participate in the space layout decisions need the ability to make space-related decisions on behalf of the organization they represent. It is essential that the individual should know the specific space and program requirements for space layouts and/or common-use space, such as space for files, printers and other IT equipment, copy and fax equipment, etc. The bureau/office, GSA, or the lessor may provide professional space planning services. Prior to meeting with space planners, lessee/tenant initial discussions should include the following:

- Collocation opportunities
- The type of furniture that will be installed
- Building security and special security needs
- Blocks and/or groups of people and/or spaces required to be located together
- Square footage requirements for various working groups, including a circulation figure for the overall space
- Size and type of storage, file, and other support areas needed with a particular group
- Adjacencies and group interactions that take place daily
- Small groups that can be flexibly located or used as "space fillers" if necessary
- Groups that do not require contiguous office space
- Funding and responsibility for:
    - Move costs and procurement
    - Communication moving and reinstallation

- Reimbursable Cost Items as identified in the Special Requirements
- Any change orders or requests made after award of the lease
- Accessibility issues
- Fire and life safety issues

❖ If there is a union involved, management must include the union in various space decisions or as prescribed in the respective labor/management agreement.

❖ Unusual or unique space need(s)

For space planning purposes, an appropriate benchmark is 200 usable square feet (USF)[8] per person, including all individual and shared space such as workstations, circulation, storage, and conference rooms. How space is allotted among the different uses is up to the organization, working with its staff, management, and designers. The benchmark of 200 USF per person was determined by surveying both public and private sector office space users.

General Purpose Space

Open space planning concepts are to be used in all bureau/office spaces. The space design should consider reserving window and exterior space for the majority of employees housed in open space; special-use spaces and private office spaces are to be placed in the core area of the building. In general, there are two types of office plans: open and closed structured.

Ceiling-High Partitioned Offices Versus Open Plan: The open plan approach (with a very limited number of ceiling-high partitions for offices) is encouraged. It has a higher degree of efficiency and flexibility, and provides easier distribution of natural light and day lighting techniques, heating and cooling to the working areas. This approach can be adapted to a larger building depth and still present an open and airy atmosphere. It also encourages interaction between individuals and work groups.

To Reduce Space Costs:

❖ Keep private offices to a minimum.

❖ Use systems furniture. (This will also significantly improve space utilization.)

❖ Standardize systems furniture components to the maximum extent.

❖ Dispose of excess and/or obsolete items.

❖ Keep number of non-utilized furniture units to the minimum needed[9] and store them in lower costs storage areas

❖ Conduct, semi-annually, office clean-up days.

❖ Regularly dispose of outdated materials or hard and duplicate copies available in electronic format.

❖ Use filing space savers wherever a need for extensive, mandatory records storage exists.

❖ Allocate only the furniture required to perform employee's duties.

❖ Use furniture for its intended use. (Are tables being used as bookcases? Are drafting tables being used as paper storage areas?)

❖ Within office organizations, share furniture, e.g., drafting tables, bookcases, file

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8 200USF is normally equivalent to 230 rentable square feet (RSF). RSF includes a 15% allowance for common areas.

9 Furniture units for two percent of the total authorized position ceiling, under normal circumstances, may be maintained in storage.

cabinets, map cabinets, etc.

- Provide joint work areas in open space for employee work areas, joint-use drafting tables, team meeting areas, etc.
- Provide shared workstations for individuals in part-time or field positions that spend 60 percent or more of their time outside the office.
- For telecommuting positions, consider all types of space saving furniture configurations. Additionally, provide shared workstations whenever possible.
- Use "hotel" work space for visiting and temporary employees, along with students and interns.

Security Requirements

NOTE: The following information includes general security requirements. For specific security requirements in space, contact your bureau/office physical security officer.

DOI bureaus and offices must coordinate with local Department of Homeland Security (DHS)[10] offices to determine security needs for their facilities. To the extent applicable, the DOI security guidelines detailed in 444 DM, Physical Security Standards for DOI Facilities, supplement the regulations published in 41 CFR 102-810, Security, which prescribes the security requirements for buildings and grounds under the charge and control of the GSA. 444 DM also supplements the recommended minimum security standards contained in the U.S. Department of Justice study entitled, "Vulnerability Assessment of Federal Facilities," previously implemented for all Federal facilities by Presidential Memorandum, dated June 28, 1995, and the DHS/Interagency Security Committee (ISC) "Security Standards for Leased Space" document dated September 29, 2004. These are minimum standards; bureaus/offices may increase security and safeguards based on local circumstances, changes in the Homeland Security Advisory System, and/or a threat vulnerability study indicating a need for increased security of individual facilities. Implementation of each individual standard will be incumbent upon the completion of a security survey in coordination with the Office of Law Enforcement, Security and Emergency Management. Not all standards may apply to all facilities. The security assessment is confidential information and must be handled as such. Only authorized individuals should have access to, or knowledge of, the assessment.

Types of Security Concerns

- Setbacks –The distance the building must be located from access roads, parking lots, and sidewalks.
- Security enhancements – Additional security provided by bollards, concrete barriers, bulletproof/glazed windows, building structure upgrades, etc.
- Alarm systems – Alarm notification to a security control center monitored by FPS or by contracted private security company.
- Access control systems[11] – These provide controlled access into the facility by

10 Prior to the separation of the Federal Protective Service (FPS) from GSA into DHS, these services were performed by the FPS, a bureau of the GSA. The organization is commonly referred to as FPS still, even though it is a part of DHS.
11 Federal Information Processing Standards (FIPS) 201, dated March 2006 – Required by Homeland Security Presidential Directive 12 (HSPD12), dated August 27, 2004, FIPS 201 requires a Common Identification Standard for Federal Employees and Contractors. This standard specifies the architecture and technical requirements for a common identification standard for Federal employees and contractors.

requiring key cards, codes, etc.

Bureaus/Offices are responsible for funding all physical security measures needed at their location. GSA or DHS will provide building specific security enhancements required by the bureau/office on a reimbursable basis, via the Security Work Authorization (SWA), FPS 57 Blank.[12] The SWA is used to pay the DHS for security services and systems and works similarly to the Reimbursable Work Authorization (RWA), GSA Form 2957.

DHS Monthly Security Billing

For detailed information on DHS billing, see Chapter 3.

Effective October 1, 2004, DHS began billing through GSA for the security fees on all GSA-provided space. The DHS security charges may be found on GSA's Rent-on-the-Web website. Space management staff should review DHS security bills regularly to ensure that the proper charges are assessed. The following are the different types of security charges:

- Basic Security Rate – The basic security rate is developed by DHS and approved by the OMB on a per square foot basis. This charge is assessed to all GSA-provided space. DHS must receive OMB approval to increase and/or change this rate.
- Building Specific – Additional security charges for building-specific security requirements, i.e., guard services, access control systems, security alarm systems, etc.

Environmental Management System (EMS)[13]

EMS provides a systematic framework to identify and address environmental impacts of an agency's activities to ensure compliance with regulatory requirements, and provide opportunities for continuous environmental improvement and innovation. EMS accomplishes this through a continual cycle of planning, implementing, monitoring, and reviewing an organization's processes and actions to enhance both environmental and organizational goals. EMS helps organizations avoid environmental problems by increasing awareness and developing sustainable activities and processes. The EMS concept represents a fundamental change from reactive compliance-based activities to a proactive, impact-predicting management system that is focused on an organization's mission and everyday business practices.

Executive Order (EO) 13423, "Strengthening Federal Environmental, Energy, and Transportation Management" and Interior policy (515 Departmental Manual Chapter 4), require the implementation of EMS at all applicable bureau or office facilities[14] subject to Federal, state, and local environmental requirements. Secretarial Memorandum, "Improving Environmental Compliance and Performance

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The SMART card system is a proximity card access system that will be used to secure all facilities. The SMART card system accepts a multi-tasking card that will be programmed with a computer chip for desired tasks. The SMART card system is a multi-tasking card that will have future capabilities to allow access to facilities, personal computer access, and Government identification.

12 See Appendix C, Security Work Authorization, FPS 57 Blank.

13 See Appendix D, Sustainability and Greening.

14 See Glossary, Page 58.

through Environmental Management Systems," of August 26, 2003, reaffirms Department-wide EMS implementation. Each bureau/office is responsible for developing and implementing its respective EMS implementation program. A Departmental EMS Council, consisting of technical bureau and office staff has assisted in developing EMS performance measures and EMS implementation.

Both the U.S. Environmental Protection Agency and the Office of the Federal Environmental Executive review EMS implementation by Federal agencies through an annual report required under E.O. 13423. As part of the DOI's annual report, the bureaus/offices provide information about their EMS implementation program activities to the Office of Environmental Policy and Compliance. Such information includes environmental compliance and performance assurance, pollution prevention activities, environmental training, environmental stewardship responsibilities, and environmental goals.

Parking Requirements

Parking needs must first be satisfied through the use of available Government-controlled owned or leased facilities. Contact the servicing GSA regional office regarding the availability of Government-controlled space. If no suitable Government-controlled parking is available from GSA, a bureau/office may use its own procurement authority to acquire parking by service contract.[15]

Handicap accessible employee parking spaces are always provided as required by the using office or by local code, whichever is most stringent. General employee parking spaces[16] are provided when **all** of the following conditions exist:

- The office facility is not served by a public transportation system.
- No commercial parking facility exists, or is available, within a three-block radius of the office.
- All-day unrestricted parking spaces are not available, or parking is not allowed, on adjacent streets or highways within a three-block radius of the office facility.
- Local building codes require a commercial or office facility to provide off-street parking onsite.

Space Utilization

This section sets forth the general requirements and space allocation allowances for Department of the Interior bureaus and offices[17]. DOI recognizes the Building Owners and Management Association (BOMA) International standard (ANSI/BOMA Z65.1-1996) for measurement of space and the definition for office area, which means the area where a tenant normally houses personnel and/or furniture. The goal for general purpose space is a maximum overall utilization rate of 200 BOMA Usable Square Feet[18] (USF) per person. This is a guideline, and every effort should be

15 When assigning parking, reserve official parking spaces first in priority order as defined in Federal Management Regulation 102-74.285.

16 For additional guidance on providing parking, see Federal Management Regulation 102-74.265.

17 See Appendix E for DOI space utilization memorandum.

18 See Glossary for definitions of BOMA and usable square feet.

used to achieve the goal. However, determining space allocations should focus primarily on the program and staff requirements. Some tasks such as drafting or laboratory requirements may require more than 200 USF while general administrative staff may be able to work efficiently in considerably less than 200 USF. Attention should always be on acquiring the minimum space that satisfies the program need at the most economical cost.

Today's work environment offers additional potential for reducing space requirements, improving utilization, and saving costs. Referred to as Alternative Officing (AO) or ***alternative workplace arrangements***, workplace programs and associated facility reconfigurations such as telework, hoteling, desk sharing, satellite offices/telecenters, touchdown stations, free address facilities, virtual offices, etc., offer excellent opportunities to provide minimum space to meet program mission requirements. The goal is to provide the information, tools, and other incentives to Federal entities interested in improving the effectiveness, efficiency, and quality of their workplaces. AO initiatives typically result in workplace improvements in areas such as:

- Facility performance and space utilization efficiency/effectiveness;
- Allocation/utilization/flexibility of space to meet diverse/changing organizational needs;
- Workspace quality factors, quality of work life;
- Individual/organizational performance; and
- Technology utilization and return on investment.

NOTE: GSA recommends that space requirements be based on the tasks required for a particular job and on the organization's needs to accomplish its mission. Other factors affecting space needs may be privacy and acoustic requirements, access to daylight, collaborative needs, space availability, and budget.

Specific Utilization Issues

Circulation and Common Areas

A circulation factor of 25 percent is required for all office space and is included in the 200 BOMA Usable Square Feet utilization requirement. This circulation factor is a part of the utilization rate. The common area factor is not included in the circulation factor. Common area includes a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. See the Glossary for complete definitions.

Offices

To provide optimum airflow and to keep alterations and operating costs contained, systems furniture should be used to the maximum extent possible. The use of private offices should be limited. No private office area should be built smaller than 150 BOMA usable square feet. When designing space, small conference rooms or "interview" rooms may be a more cost-effective means of meeting the need for 'closed-door" meetings than excessive numbers of private offices and/or conference areas within private offices.

Warehouses

Warehouses are typically large, unconditioned storage facilities. There may be incidental office or other types of space within the building, but the primary use is to store supplies of oversized equipment, excess furniture/equipment, etc. Every effort should be made to keep the size of warehouses to a minimum by excessing unneeded furniture and equipment. Therefore, utilization rates are not typically maintained as they pertain to square feet per person – utilization is based upon the percentage of the warehouse being used for storage.

Housing/Quarters

Housing and/or quarters to provide employee housing is generally provided in owned space. Since Housing/Quarters are normally utilized by an individual or individual family, utilization (as defined in the Federal Real Property Profile) per square foot is not normally maintained for space management purposes. For details on providing employee housing, contact your bureau/office housing management program officer, or the Housing Management Handbook at http://www.doi.gov/pam/qmtab.html.

Special Purpose Space

NOTE: All of these office space categories are a part of the overall utilization rate and should be kept to a minimum.

The following space requirements are a general guideline for various space types. Each bureau/office may have more specific requirements that are not meant to be captured in this handbook. The various types of space in this section are not entitlements nor are they necessarily present at each location and/or all-inclusive of the different types of space that may be required. These types of space are provided when there is a need that can be justified by sound business rationale.

- **Conference Rooms**
  The size of conference rooms should be determined by multiplying the typical number of individuals that will use the room times 10 square feet per person. Smaller conference rooms, also known as interview rooms, may be used to meet conference/meeting needs.

- **Employee Break Room**
  When employee break rooms are used by multiple bureaus/offices, they should be included as joint use space, and only counted towards overall utilization goals when used exclusively by one organization.

- **Mail Room/Copy Room/Supply Room**
  Combine use of these types of rooms whenever possible. Size of rooms should be maintained at the minimum required to fulfill the organization's mission.

- **Computer Rooms/Telephone Rooms**
  Combine use of these types of rooms whenever possible. Size of rooms should be maintained at the minimum required to fulfill the organization's mission.

- **Secured File Room**
  Size of room should be maintained at the minimum required to fulfill the organization's mission.

- **Shower Rooms**
  New restroom/shower facilities must meet handicapped accessibility standards required by the Americans with Disabilities Act.

Space Utilization Exclusions

The following types of space are typically excluded from the space utilization calculation:

- Libraries
- Evidence Rooms
- Lab Space
- Warehouse
- Wareyard

Location Criteria

When determining where to locate Federal offices, there are three major considerations. (See Figure 1) Federal law and Executive Orders (EO) address location choices. For projects located in urban areas, the primary Executive Order that impacts location is EO 12072, "Federal Space Management," which requires first consideration to centralized community business areas. EO 13006, "Locating Federal Facilities on Historic Properties in Our Nation's Central Cities," requires consideration of historic properties within central business areas. If the bureau/office program need does not require an urban location, the Rural Development Act requires that bureaus and offices give priority to rural areas. A brief description of each is provided below. See the applicable regulation for more information.

Central Business Area (CBA)/Central Business District (CBD)[19]

When the bureau/office mission or program requirements call for locating in an urban area, the process for meeting Federal space requirements should give first consideration to the centralized business area (district) and adjacent areas of similar character. In determining the delineated area,[20] bureaus/offices should be aware of the impact that the site will have on the social, economic, environmental, and cultural conditions of the community.

Historical Buildings

When locating Federal facilities in urban or rural areas, bureaus/offices will give primary consideration to historic properties within the established geographic delineated area[21]. If no such property is suitable, then bureaus/offices will consider other developed or undeveloped sites within historic districts. Bureaus/Offices will then consider historic

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19 "CBA" and "CBD" mean the centralized community business area and adjacent areas of similar character, including other specific areas which may be recommended by local officials in accordance with Executive Order 12072, Federal Space Management.
20 "Delineated area" means the specific boundaries within which space will be obtained to satisfy an agency space requirement.
21 DOI gives preference to Historical Building offers as long as that offer does not exceed the low offer by more than ten percent.

properties outside of historic districts, if no suitable site within a district exists. Any rehabilitation or construction that is undertaken pursuant to this order must be architecturally compatible with the character of the surrounding historic district or properties.

The Federal Government utilizes and maintains, wherever operationally appropriate and economically prudent, historic properties and districts, especially those located in central business areas. When implementing these policies, the Federal Government institutes practices and procedures that are sensible, understandable, and compatible with current authority and that impose the least burden on, and provide the maximum benefit to, society[22].

Although not exempt from utilization guidelines, historical buildings may have unique architecture or design features that make it difficult to achieve the recommended 200 usable square foot per person guideline. However, every reasonable and cost-effective effort should be made to incorporate prudent space management practices.

Rural[23] Development Act

If the bureau/office mission or program requirements does not need an urban area location, the Rural Development Act of 1972, Public Law 92-419, directs Federal agencies to develop policies and procedures to consider locating new offices and other Federal facilities in rural areas. The intent of the Act is to revitalize and develop rural areas and help foster a balance between rural and urban America.

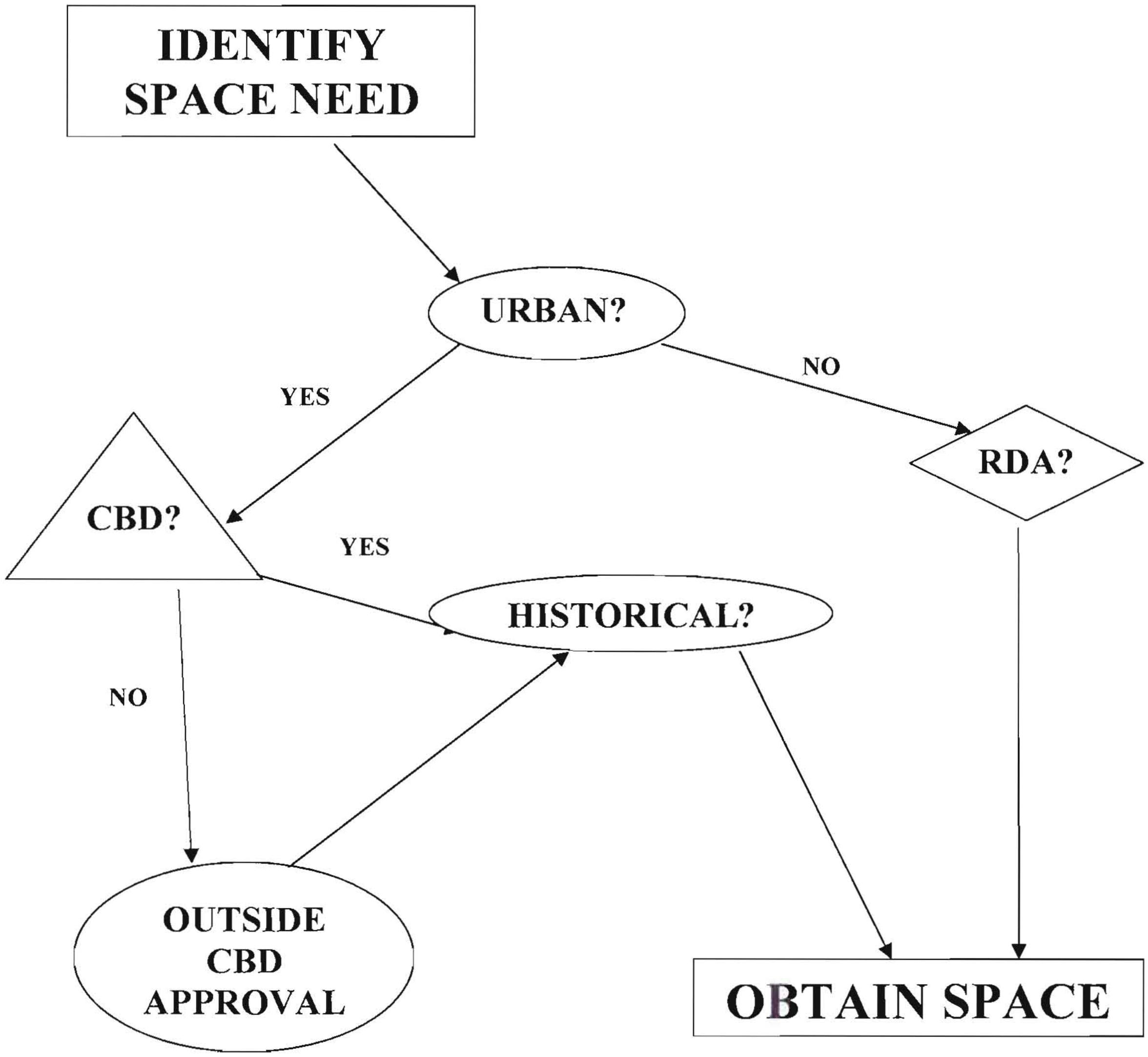
Effective January 21, 2003, Federal Management Regulation Bulletin 2003-B1 requires that Federal agencies having their own statutory authority to acquire real property comply with the Rural Development Act of 1972. Bureaus and offices with delegated leasing authority should demonstrate compliance with the Rural Development Act by including a written statement in their space leasing files affirming that they have given first priority to the location of new offices and other Federal facilities in rural areas.

The Rural Development Act overrides other location criteria, such as Executive Orders and GSA policies. Those criteria must still be utilized, but only to the extent that RDA is addressed first.

22 See Executive Order 13006 at http://www.achp.gov/EO13006.html

23 Rural areas are 50 miles or more from major urban centers. For purposes of this requirement, "Rural area" means any area that is (i) within a city or town if the city or town has a population of fewer than 10,000 or (ii) not within the outer boundaries of a city or town if the city or town has a population of 50,000 or more and if the adjacent urbanized and urbanizing areas have a population density of more than 100 people per square mile.

Decision Tree for Locating Federal Facilities



Rural Development Act (**RDA**) requirements
Central Business District (**CBD**) requirements
Historical Preservation Act requirements

Figure 1

Chapter 3

GSA-PROVIDED SPACE[24]

Acquisition Process

When a need for space exists, GSA-provided space must be the primary source considered. If an organization currently resides in suitable Government-owned space, the organization cannot relocate from that space unless the space can no longer physically meet the needs of the organization. GSA-provided space remains in this instance the primary source considered. If GSA is unable to provide space, direct leasing of commercial space may be permissible as detailed in Chapter 4.

If the decision is made to have leased space acquired through GSA, then the bureau/office space management contact and a local representative work with GSA in the acquisition. The bureau/office input in this process entails determining the space needs of the organization, and evaluating the options GSA presents. The bureau/office does not become involved in the leasing process; the acquisition of leased commercial space resembles the direct leasing process described in Chapter 4, with the GSA Contracting Officer acquiring the space. Bureau/Office space management personnel may request a copy of the GSA lease agreement for their records, along with all supplemental lease agreements. However, GSA is responsible for the contract requirements, to include language concerning recycling, greening, energy efficiency, etc. Bureau/Office space managers should strongly encourage GSA to include those requirements in the lease, and actively discuss with GSA local representatives the necessity for DOI space to be environmentally sensitive.

GSA also has a Contracting Officer's Representative (COR) program which is administered by the GSA Regional Real Estate Division in each GSA region. For GSA-provided space, if GSA does not have a GSA building manager on site who serves as the COR, GSA requests that a non-GSA COR nominee be submitted for the location. Since there may be multiple Occupancy Agreements covering different organizations but consolidated in one GSA commercial lease, GSA makes the request for a COR nominee from the largest tenant organization housed under the specific GSA commercial lease. GSA then sends the nominee a COR tutorial, and after successful completion of the COR test, the appointment is made by GSA. GSA does not compensate the bureau/office in any way for performing COR duties for the GSA commercial lease.

Tenant Improvement Issues and Costs

Tenant improvements are improvements in the real property and are funded by the organization receiving the GSA-provided space. These costs are not assumed by GSA. Tenant improvements are an area where an organization must exercise conscious cost containments to ensure that funds expended are necessary for improving the real property to mission requirements.

Tenant improvements are the finishes and fixtures that typically take space from the "warm-lit shell" condition to a finished, usable condition. The tenant improvement allowance works in

24 For more detailed information on the GSA-provided space program, see the GSA Pricing Desk Guide at http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/pricing_guide_R2F-cl-v_0Z5RDZ-i34K-pR.pdf

concert with the building shell. A tenant improvement allowance[25] is the funding source provided by the building owner (the lessor in leased and PBS in federally owned) that enables the space to be "built out" or "fitted out" for occupancy to meet a customer agency's specific requirements. To accommodate the varying space needs of customer agencies, the tenant improvement allowance has two components:[26] *general* and *customization.*

General Component

The *general component* is a dollar amount per usable square foot set to cover the cost of typical ratios of normal office space finish components, such as doors, partitions, carpeting, electrical and telecommunication outlets or standard "work letter" items. The general component takes the space from "warm-lit shell" to "vanilla" office space.

Customization Allowance

The *customization allowance* is also a dollar amount per usable square foot, but it is tailored to individual organizations. This component is intended to cover special items, preparations, or finishes which are not typical to all office space, but are necessary to customize the space for a particular organization. The customization component takes the space from "vanilla" office to space specific to the functioning of a particular organization.

Amortization

The interest rate for the amortization of tenant improvements is a function of whether the space is leased or federally owned.

Federally Owned Space

The interest rate is the same as the 10-year Treasury bond rate, plus 12.5 basis points. The resulting rate is also known as the Federal Finance Bank (FFB) rate, or the interagency borrowing rate. Although this rate varies daily, the Office of Portfolio Management will set the rate in the spring of each year for the next year.

Leased Space

The rate is whatever the successful offeror, through negotiations with the Government, has identified for the length of the lease.

The amortization of tenant improvements is a function of whether the space is leased or federally-owned.

25 In the case of warehouses, the default tenant allowance is 20% of the general allowance, as adjusted for locality.
26 In GSA billing, details of these two components may be combined into one entry or separated as general tenant improvement and customized tenant improvement.

Federally-Owned Space

Ten years is the standard term for amortizing tenant improvements. Adjustments can be made for a specific occupancy and/or customer agency. There are two rules for limiting amortization terms for tenant improvements:

- Do not exceed the economic life of the improvements.
- Do not exceed the term of the Occupancy Agreement.

Tenants may shorten the amortization period, but under no circumstances may it be lengthened in violation of the above rules.

Leased Space

In leased space the amortization period will usually be the firm term of the lease. In some cases, lessors (with GSA and tenant agreement) have employed compressed amortization terms that are less than the lease firm term.

The tenant allowance (general and customization components) can only be used to pay for items that are real property, or which become real property when attached or affixed to the building. The tenant allowance is not available to fund personal property, such as furniture and artwork, personal computers, phone handsets, or physical relocation expenses of personal property.

In the case of continuing occupancy in owned space where GSA gives a tenant improvement allowance, all soft costs (space planning, design, and construction management) as well as hard costs (labor, materials, general conditions, overhead, and profit for the general contractor and subcontractors) are charged against the tenant allowances. In the case of initial occupancy, whether in GSA-owned or -leased space, space planning services and services provided by construction management firms hired for design development review are not to be applied to the allowances. These services are provided by Public Buildings Service (PBS) as part of the PBS fee.

Each time an organization acquires GSA-provided space, GSA will provide funds for tenant improvement of the space. These funds are based upon the number of employees housed in the space. The funds can be used for various build-out needs as discussed above. These funds are again available at the end of an Occupancy Agreement for the organization to make improvements in the physical structure. GSA provides the funds and an organization may decide to use them, normally repaying GSA (via the monthly rent billing) over half the life of the Occupancy Agreement. If an organization desires, these costs may be funded up front, thus eliminating the monthly tenant improvement charge on the GSA rent bill. GSA provides a tenant improvement allowance for finishes and features within its rental charge. The organization may fund any costs over the tenant improvement allowance directly through a Reimbursable Work Authorization (RWA), GSA Form 2957[27].

27 See Appendix F, Reimbursable Work Authorization, GSA Form 2957.

Space Alterations

At times other than the beginning of a new or renewed Occupancy Agreement, organizations may require alteration be made upon the GSA-provided space to physically meet the mission requirements of the organization.

Alterations to GSA-provided space by bureau/office personnel or contractors are prohibited. The organization is not authorized to deal directly or indirectly with the Lessor for alterations and repairs unless authorized in writing to do so by GSA. Alterations, improvements, and repairs to space provided to the organization will be made only as necessary to:

- Provide for efficient and economical performance of bureau/office activities with regard to convenience of the public.
- Maintain and improve a safe, healthful, and well-designed working environment for employees.

All alterations to GSA-provided space are performed on a reimbursable basis only upon request of the organization and subject to GSA approval. Request all alterations on an RWA, with adequate justification. Attach floor plans and/or a detailed description of the desired alterations to the RWA. If partition changes are required, then heating, ventilation, and air-conditioning and fire protection alterations may also be necessary.

GSA will provide an estimate of the total cost of the RWA. If the cost is acceptable, the organization provides funding code(s) for obligation and submittal of authorization in order for GSA to proceed with the alteration project. All RWAs must be submitted to the appropriate bureau/office personnel for processing through GSA and the organization's financial management organization, as determined by the bureau's/office's internal space acquisition process requirements.

In GSA-provided space, GSA may delegate Contract Officer Representative (COR) authority to an agency without monetary compensation. The delegations are specific and come with a wide variety of responsibilities and restrictions. It is important that the agency COR work closely with GSA in enforcing the terms of the lease and the GSA delegation.

Occupancy Agreements[28]

The Occupancy Agreement (OA) is a complete, concise statement of the business terms governing the relationship between GSA and the bureau/office for a specific space assignment. "Business terms" mean both the financial specifics of the agreement as well as the responsibilities of GSA and the bureau/office. As stated in GSA's Pricing Policy Guide, "**The OA is not a lease, nor is it a document detailing building rules and regulations.**" It is a formal mutual agreement between the signing parties; GSA and the bureau/office must honor its terms. The OA consists of four parts:

- Description of the Space and Services
- Compendium of Clauses (Terms and Conditions)

28 See Appendix G, Occupancy Agreement.

- Financial Summary
- Signature Page

The intention is to develop and update the OA through successive iterations, from preliminary budget estimates, through to final, definitive pricing. Thus, the OA serves as a preview of the organization's total rent charges. By revising and updating the preliminary OA as more information is available, GSA shares with the organization how the business terms evolve throughout the space acquisition process and/or design and construction process. Working collaboratively with GSA to develop the OA will help to eliminate rent disputes and appeals.

Description of Space and Services

This section of the OA outlines the square footage in both rentable and usable terms, number of parking spaces, type of space, building name and address, and the occupancy term.

Occupancy Term

The occupancy agreement confers upon the bureau/office a right to occupy the space for a specific duration: the OA term. Organizations do not have a perpetual right to occupy space. This is true for federally-owned and GSA commercially leased space.

Federally-Owned Space

OAs in federally-owned space may be set for long terms—up to 20 or 30 years—but shell rents cannot be pre-set for periods in excess of five years. For example, an OA can be written for a 20 year term, but specifies that the shell rent will be marked to market every five years. Ten years is the recommended norm for an OA term in federally-owned space; however, that horizon can be adjusted sharply up or down for numerous reasons.

Because the OA conveys a right to occupy the space for a specific period of time to the organization, GSA limits OAs to terms that will not impede a major modernization or other planned event, including disposal, which would necessitate vacating the building. If GSA grants an occupancy term to an organization beyond a date by which a building must be vacated for a GSA-initiated event, GSA must fund the organization's move[29]. Uncertainty regarding when authorization and funding will be approved for a specific building modernization will drive GSA, as the modernization draws near, to use "year-to-year" extensions in OA terms.

Leased Space

OAs in leased space should be coterminous with the lease firm term. OA durations can be longer than the firm term in cases where the lease has been written to allow the

29 See the GSA Pricing Desk Guide, Chapter 5, for details.

Government to cancel after a certain period of time has elapsed, but which otherwise runs through a later date.

Compendium of Clauses

This section addresses the responsibilities of PBS and the customer. There are three sets of clauses:

- PBS "Boilerplate" or Standard Clauses
- Agency Specific Clauses[30]
- Ad Hoc Clauses[31]

Financial Summary

The financial summary provides a preview of the customer's rent bill. It itemizes cost components that contribute to calculating the monthly rent payment, summarizes lump sum payments, and recaps the financial terms. The OA serves as a planning and budgeting tool to aid the organization in the understanding of future obligations and to enable the organization to make choices that affect those outcomes. Some examples:

> If, based upon the particular finish standard which the agency has chosen, the OA Financial Summary indicates a certain lump sum payment will be required, the organization may decide to adjust the finish standard, resulting in a lower projected lump sum payment for tenant improvement costs in excess of the allowance.
>
> If, when initial bids on the tenant work package come in, the bids are lower than what PBS projected, the organization may decide that, since the allowance will go farther than originally thought, they want to add to or upgrade elements in the tenant work.

The potential for using the OA as a forecasting tool for rent and lump sum payments underscores the need for GSA to continue to update the OA with accurate data and the need for the organization to continue to refer to the OA to guide in decision-making.

Signature Page

For all space assignments, GSA policy is to secure bureau/office agreement, via signature on the OA or another signed means, prior to GSA's incurring significant costs to pursue the project or procurement (e.g., awarding a lease contract, purchasing a site, or awarding a building design contract). Some organizations may be resistant and/or hesitant to sign preliminary OAs for fear that they will be "locked into" certain decisions or that the signature renders them financially liable in the event they cancel the project at a later date. As made clear in the OA standard clauses, the bureau or office has the right to change its mind on all matters unrelated to the decision upon which GSA's funding depends. GSA policy provides the customer organization with a "no-fault" cancellation right up until GSA executes a lease or, in the case of a Federal construction project, purchases a site (if applicable) or awards a

30 See Appendix D for Sustainability and Greening requirements.
31 See the GSA Pricing Desk Guide, Chapter 2, for details.

contract to a design architect. If the organization withdraws from the project before GSA reaches the point of executing a lease or a design contract, GSA will make no claim against a customer organization for any GSA-borne cost pursuant to the normal pursuit of occupancy in either leased or federally-owned space. However, extra services which the organization may have requested that fall outside the scope of services that GSA provides as part of its fee[32] are typically funded in advance of performance. If GSA executes such special services without prior reimbursement, GSA reserves the right to pursue reimbursement with the organization.

Termination Rights

Termination rights refer to the right to give a set notice to depart space without incurring financial obligations other than tenant improvement costs.

Four-Month Space Relinquishment Right

At any point during an occupancy term, upon four months' written notice[33], bureaus/offices have the right to relinquish space to GSA, if there is no longer a need for the space. Returned space must be in marketable blocks (discussed below). The space cannot have been characterized as "non-cancelable" in an OA.

Prior to the expiration of an OA term, GSA must accept the return of space upon four months' notice except in cases where the space has been designated non-cancelable or the space is not in marketable blocks.

If an organization has a continuing housing need, but is dissatisfied with its current location and wishes to relocate to a new leased location, GSA does not have the right to refuse the return of space. However, in such cases GSA does have the ability to prevent waste by declining to provide the organization with a delegation of leasing authority. Without independent leasing authority, then, an organization with a continuing space need cannot relinquish the space it currently occupies. In such cases, GSA retains the responsibility of attempting to cure the organization's dissatisfaction with its current space.

Each OA must be checked for specific termination rights, i.e., 120-days' notification. When GSA determines that the space will not have termination rights, the bureau/office is financially responsible for the space, once it is accepted, for the entire period of the firm term of the lease agreement as stated in the OA. **This space cannot be released to GSA with 120-days' notification. The GSA PBS fee is reduced two percentage points for non-cancelable space OAs.**

In GSA-provided commercially leased space, if the bureau/office releases the space to GSA prior to the expiration of the firm term, under the terms of the OA, the amount of the unamortized tenant improvements must be fully reimbursed as a lump sum payment to GSA. In GSA-provided Federal space, if the bureau/office releases the space to GSA prior to the expiration of the OA, the amount of the unamortized tenant improvements must be fully reimbursed as a lump sum payment to GSA.

32 See the GSA Pricing Desk Guide, Chapter 3, for details on fees GSA's Public Buildings Service can levy.
33 The notice is commonly referred to as a "120-day notice".

Release of Space

If the bureau/office identifies a marketable block of space that it no longer has a need for, then GSA can be given a four-month notice that the bureau/office intends to vacate the space.

If only a portion of the space is released, then the bureau/office will be obligated to reimburse GSA for any space alterations that are necessary to block off the space in order to make it a marketable block of space. At the completion of four months, GSA will no longer bill the bureau/office for the relinquished space.

Defining a "Marketable Block" of Space

Given that in real estate each parcel is different than the next, it is not possible to write a rigid standard for what constitutes a marketable block of space. Many factors are involved and dependent upon the specifics of the case. For this Handbook, guidance with examples is provided as opposed to a strict definition of a "marketable block" of space.

Location

A block of space is considered marketable if GSA can sublease or out-lease the space to a private sector tenant or assign it to another Federal tenant. It cannot be space located within the DOI bureau's/office's security perimeter, as this poses accessibility issues.

Size of Space

To be marketable, in some cases a block of space must be a minimum size. In a building where the space is of a configuration and size to limit layout to office suites as opposed to individual offices, space should be considered unmarketable if:

- A bureau/office wants to return a single office bordering on the common corridor, which has no perimeter exposure.
- A bureau/office wants to return a series of individual offices located all over the building.

However, offices consolidated into suites would be considered marketable.

Predominate Real Estate Use

Non-conformity with the predominate real estate use pattern is another factor of marketability. The use within a given building is a factor in its marketability. For example, a single Federal tenant in an office building, leasing multiple floors of office space and basement storage space and a mail room adjacent to the loading dock, cannot return the basement and loading dock space. Given their uses, the basement and storage space and mailroom are only marketable to tenants in this particular building. There is no other Federal tenant within the building to potentially backfill the space.

If the scenario were altered to a multi-tenanted Federal building, then basement storage space surrendered by one bureau/office may be marketable to the other agencies in the building. GSA should accept the space on four months' notice.

Remaining Lease Term

A short firm term remaining on a lease *may* render space unmarketable, but this criterion alone is typically *not* a valid reason for GSA to reject a termination notice. The space could fulfill a temporary need, such as a task force.

In summary, space is marketable if it has the following characteristics:

- Good accessibility.
- Conformity with the surrounding predominant real estate use pattern.
- Can be consolidated into one or more usable blocks.

Return of Non-Cancelable Space

Even though a space may be designated as "non-cancelable," bureaus/offices may nonetheless look to GSA to find a backfill tenant for the space. Because the space is designated "non-cancelable," the bureau/office may vacate and return the space to GSA. GSA will not relieve the organization of the obligation to pay serviced shell rent (including operating costs), the annual amortized cost for tenant improvements, joint use charges, security, and the GSA fee (if the space is commercially leased). These charges will only be removed if GSA finds a backfill tenant.[34] During the vacancy period, it may be possible to reduce charges for operating expenses. GSA will add the space to its vacant space list, and if a backfill candidate is found, the bureau's/office's rent losses can be mitigated.

Dispute Resolution

The use of an OA at the start of all space assignments should substantially reduce the conditions that give rise to rent appeals. Nonetheless, bureaus/offices have both an informal and formal process to appeal rents or challenge assignment elements (building-level classifications, space measurement, building-specific security charges, and service levels) that have a bearing on rent.

Informal Process

Bureau/Office requests that a GSA PBS regional office review and/or explain the basis of a rent charge for a specific space assignment.

34 See the GSA Pricing Desk Guide, Chapter 6, for details on obligations the bureau/office is responsible for meeting.

Formal Process

Bureau/Office directs a written appeal, with supporting documentation, for a specific space assignment to the appropriate GSA PBS Regional Administrator.

Appeals are governed by the following conditions:

Rates to which an organization agreed in an OA cannot be appealed.

Leased Space

The underlying lease contract cannot be appealed. Additional services outside the lease, procured by GSA and passed through to the organization, such as utility charges or custodial services, also cannot be appealed.

Federally-Owned Space

Appeals of shell rents are valid only if the shell rent assessed by GSA exceeds the comparable commercial square foot rate by at least 20 percent. It is the bureau's/office's responsibility to provide evidence from at least three comparable locations, demonstrating that the market value differs from the assessed charge. These comparable locations must be for space in similar sized blocks and for transactions completed at a similar point in time to the shell rent determination.

The GSA Regional Administrator decides on the merits of the appeal and notifies the bureau/office in writing. DOI headquarters-level officials have the right to appeal this decision to the PBS Commissioner. If the agency is denied at this level, DOI may further appeal the case to the Administrator. Decisions by the Administrator are final.

GSA Rent Bills

GSA Rent Bills for space and services are submitted to each bureau/office monthly, typically through Interagency Payments and Collections (IPAC). The rent bills are online at www.pbs-billing.gsa.gov. Access is available through the website. The bureau/office space management personnel should review all of the rent bills in their respective areas on a monthly basis to ensure the proper rent is assessed. This includes verification of the correct square footage, correct rent rates, released space is terminated, etc. Inaccuracies in billings must be reported to GSA in an expeditious manner for correction.

Rent-on-the-Web (ROW)[35]

The Space Management Officer, and other field personnel involved in space management, can obtain access to review the GSA rent bills online. Space management personnel should review all of the rent bills at least quarterly, at best monthly, to ensure the proper rent is assessed. This includes verification of the correct square footage, correct rent rates, released

35 See Appendix H for an example of a GSA Rent-on-the-Web billing.

space is terminated, etc.

For budget purposes, GSA must provide bureaus/offices 18-months notice before increasing or decreasing the shell rent[36]. This notice requirement does not include operating cost or tax adjustment escalations.

Billing Details

Rent is calculated per month in arrears. If a bureau/office occupies the space between the first and the 15th of the month, the organization is charged for that whole month. If the bureau/office occupies the space between the 16th and the end of the month, the organization is charged on the following month.

For example: If the bureau/office occupies the space on July 12, the first rent bill will be assessed on the July billing. If the bureau/office occupies the space on July 19, the first rent bill will be assessed on the August billing.

The total of the following line items on the GSA rent bill equal the Total Annual Rent:

1. Shell rental rate
    a. General purpose space
    b. Warehouse space
    c. Unique space
2. Amortized tenant improvements/general
3. Operating costs
4. Real estate taxes
5. Amortized tenant improvements/customization
6. GSA-installed building improvements
7. Building security features
    a. Building specific amortized capital
8. Parking
    a. Structured
    b. Surface
9. Rent charges for other space
10. PBS fee
11. Pro rata joint use charges
12. One-time payments
13. Billing adjustments and corrections
14. Antenna
15. Reimbursable services (adjustments for one-time or extra services, e.g., overtime utilities)

36 Not including annual increases noted in the OA Financial Summary.

Shell Rental Rate

General purpose, warehouse, and parking are the three types of space that are charged shell rates on the GSA rent bill. GSA negotiates with the Lessor to provide a "warm lit" shell for the DOI. A "warm lit" shell includes the following:

- Ceiling
- Demising walls (between tenants)
- Floor (not floor covering)
- Access and service capabilities needed to get into and occupy the space
- Overhead lighting
- Vertical and horizontal ductwork

The following tenant improvement costs are not included in the "warm lit" shell rate:

- Internal subdividing walls
- Wall or floor finishes
- Cost of electricity
- Phone outlets

Amortized Tenant Improvements/General

GSA calculates the tenant improvement (TI) allowance using a formula based on a national construction rate, locality factor, and the organization's tier level (customization). The TI is amortized into the annual rent listed in the draft OA. If the bureau/office spends more than its designated TI, the overage amount must be paid by lump sum to GSA using a Reimbursable Work Agreement (RWA). If the bureau/office does not spend its entire TI, the total annual rent can be lower than initially estimated. The final OA (as compared to the draft OA) should note the cost savings under the TI portion of the financial summary, which should match the rent bill.

Operating Costs

Operating costs can include such things as utilities, janitorial services, snow removal, landscaping maintenance, insurance, etc. In GSA-provided space, operating expenses are adjusted annually on the anniversary date of the lease and passed through to the bureau/office.

Real Estate Taxes

The Lessor and GSA establish the percentage of occupancy for the Government-occupied space in the lease agreement. The base tax rate is included in the original rent rate. On each subsequent year of the lease, the real estate tax increase is paid to the Lessor according to the Government's percentage of occupancy of the building. GSA passes on this real estate tax monthly, or in a one-time lump-sum cost to the bureau/office.

Amortized Tenant Improvements/Customization

The actual cost of tenant improvements as amortized in the lease, less the line item for Amortization of General Component of Tenant improvement allowance used. It is added after market rent, as it is a reflection of the special needs of the bureau/office, is not part of market comparable space, and is normally amortized over terms set in the Occupancy Agreement.

GSA-Installed Building Improvements

These costs are the bureau/office share of amortized costs for building improvements installed by GSA (e.g. Heating, Ventilation and Air Conditioning upgrades) over and above what is stated in the lease contract.

Building Security Features

Building Specific Amortized Capital: amortized capital costs for building specific furniture, fixtures and equipment (e.g. magnetometers, x-ray machines, closed circuit cameras and monitors, etc.)

Parking

If parking charges are not included in the shell rental rate, parking will be charged separately. Parking rent is assessed per space, not per square foot. There are separate charges for structured (inside) parking and surface (outside) parking.

Rent Charges for Other Space

This charge is treated the same for both types of GSA-provided space - federally-owned and commercially leased space. This line item is used to charge for space types that have no square footage associated with them, e.g., wareyards, docks, and helipads.

Public Buildings Service (PBS) Fee

GSA charges a standard eight[37] percent fee for lease acquisition services, property management services, tort liability, catastrophe, contract formation, and indemnification for agencies from the risks of vacancy (four-month relinquishment right, commonly referred to as a "120-day notice"). A two percent discount is given to agencies for leased assignments in which GSA views the space to be non-cancelable. This fee is non-negotiable, whether the tenant agency is the Contracting Officer Representative or not.

Pro-Rata Joint-Use Charges

Joint-use space charges are rents and operating cost for specific amenities, including but not limited to cafeterias, Randolph Sheppard Act refreshment stands, daycare centers, fitness centers, conference rooms, and visitor parking. The costs for these amenities are summed

37 As of fiscal year 2008, this percentage may be lowered to 7%, and 5% for non-cancelable Occupancy Agreements.

and distributed among all Federal users directly in proportion to each user's percentage of Federal occupancy. Joint-use charges apply whether or not employees of the tenants elect to use the joint use facilities. Structured and surface parking available for use by all building tenants, such as visitor parking, are also types of joint-use charges.

One-Time Payments

These are adjustments made to the bureau/office rent bills for corrections, unique circumstances, forced move credits, or errors to the space assignment.

Billing Adjustments and Corrections

Current year adjustments are corrections to rent charges for the present fiscal year. Prior year adjustments are corrections to rent charges for previous fiscal years. Space managers should monitor monthly rent bills closely, and ensure that funds are available to cover outstanding charges.[38]

Antenna

An antenna is any device of the bureau/office located on a public building or on GSA-controlled land, which can be used to transmit and/or receive electromagnetic signals. A tower located on GSA-controlled land is not an antenna; however, equipment attached to that tower which fits the above description is an antenna for pricing purposes. GSA pricing policy applies commercially-equivalent rent for antenna sites. These charges are generally applied to federally-occupied space. The antenna site rents are set for five-year terms, with no escalation in the rate.

Reimbursable Services

These are adjustment charges for one-time services requested by the bureau/office, i.e., integrated services, Federal supply services, Federal technology services, etc. These charges are for the cost of operating the building's services (HVAC, electrical, etc.) after the building's business hours. This cost is stated in the Occupancy Agreement and is usually a cost-per-hour and paid-lump-sum using an RWA; however, it may be negotiated into the rent bill and paid monthly.

Rentable/Usable (R/U) Factor

The conversion factor that, when applied to usable area, gives the rentable area and is normally determined by the building owner and/or GSA. GSA charges rent according to the rentable square footage, not the usable square footage. For example:

- 1,000 usable square feet X 1.15 R/U Factor = 1,150 rentable square feet
- Common area = 150 square feet

38 When a situation occurs where outstanding charges cross fiscal years, space managers must coordinate with financial management staff to ensure that funds are available for payment to GSA. GSA can adjust rent billings from prior fiscal years.

Department of Homeland Security (DHS) Security Costs[39]

DHS security charges are treated the same in GSA-provided federally-owned and commercially leased space. Billing for DHS Security costs are billed by DHS based upon the space usage reports provided by GSA. For this reason, there may be lag times in changes in the basis for charge, since GSA must report the changes to DHS before the changes can be reflected. There are two security charges: Basic and Building-Specific.

Basic Security Charge

A basic security charge is assessed in all GSA-controlled properties, both commercially leased and Government-owned, where the DHS Federal Protective Service (FPS) provides security services. The annual rate is developed by FPS and approved by the Office of Management and Budget (OMB) on a per-square foot basis. The charge includes the following services:

- General law enforcement on GSA-controlled property including responding to service and emergency calls, conducting preliminary investigations of incidents and capturing and detaining suspects.
- Formulating facility-specific and regional threat assessments including the development of action plans to reduce the identified vulnerabilities.
- Presenting workplace violence and crime prevention programs to customers.
- Advising Building Security Committees (BSC) on security recommendations for Federal facilities.
- Intelligence networking with Federal, state and local law enforcement agencies and participating on FBI Joint Terrorism Task Forces.
- Investigating and assisting with the prosecution of crimes committed on GSA-controlled property.
- Assisting and coordinating the development of Occupant Emergency Plans.
- Providing federal law enforcement protection from disruptions by major demonstrations, threats or natural disasters.
- Monitoring and remote troubleshooting of perimeter building alarms 24/7 by state-of-the-art megacenters.
- Pro-rated share of protection administrative costs.

Building-Specific Security Charge

The building-specific security charge is comprised of two components: operating expenses and amortized capital costs.

Building specific charges, whether operating expenses or capital costs, are distributed over all federal users by building or facility in direct proportion to each customer organization's percentage of Federal occupancy. (Federal occupancy is used as the basis for this distribution of costs because some buildings are only partially leased to the Government.)

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39 See Appendix I for an example of a DHS security billing received through GSA Rent-on-the-Web.

As with Joint Use charges, the distribution of building-specific security charges among customer agencies is not re-adjusted for vacancy.

Each building and/or facility has a BSC and each customer agency has representation on the committee and a single vote. The BSC consults with and seeks recommendations from DHS FPS as to new or revised countermeasures. FPS makes the final determination as to which countermeasures are implemented. A customer agency cannot avoid any building-specific charge by casting a "no" vote for the BSC countermeasure.

Building-specific charges can be appealed. FPS is responsible for maintaining records of both the operating and capital expenditures made by building, including the amortization terms and amounts of capital expenditures.

Building-Specific Operating Expenses

Building specific operating expenses include:

- Building-wide contract guards, both fixed and roving, assigned to a specific building.
- Purchase, installation and maintenance of security devices such as cameras, alarms, motion detectors, and other physical security features.
- Pro-rated share of protection administrative costs.

The building specific operating charge is set annually by FPS at the end of the fourth quarter for the next fiscal year. In order to accommodate any unforeseen changes in the charge, a mid-fiscal year adjustment is made at the end of the second quarter. For unusually large changes of at least 25 percent over or under the current rate, an additional adjustment may be made in the third or fourth quarter. However, this is an exception and must be communicated to the affected organizations. If a new level of service is implemented, such as the institution of new guard posts or additional hours, the charge can be updated immediately.

Building Specific Amortized Capital Costs

Examples of amortized capital costs include:

- Magnetometers, x-ray machines and ion scanning/trace detection devices.
- Bollards, planters and other perimeter barriers that are principally for security purposes.
- Surveillance cameras and alarms in building and floor common areas.
- Extensive security measures, such as blast mitigation, window glazing, and progressive collapse.

Chapter 4

DIRECT LEASES

Delegated Leasing Authority

Certain DOI bureaus/offices have specific delegated authority to directly lease space.[40] In addition, some DOI bureaus/offices also have special legislative authority through the Service First Act to collocate, perform lease acquisitions for each other and collect rent from each other, while the Bureau of Land Management has an additional blanket leasing authority.

NOTE: For information on other bureau/office specific leasing authorities, consult your bureau/office guidance on the program.

Since September 25, 1996, GSA delegated authority to the Secretary of the Interior to perform all functions related to the leasing of general purpose space for a term of up to 20 years, regardless of geographic location. Further, EO 13327, Federal Real Property Asset Management, requires all organizations using GSA delegation to establish performance measures addressing cost, value and efficiency.

NOTE: This Handbook's leasing sections are meant to provide an overview of the GSA delegated leasing authority, not to provide detailed training in the GSA delegated leasing process. Training requirements prior to executing any leasing authority must be completed by the individual.

This chapter addresses issues for those organizations that have written delegated leasing authority under the September 25, 1996, authority.[41]

Lease Delegations[42]

There are three types of lease delegations: general purpose, categorical and special purpose.

General Purpose Delegation is a standing delegation of authority (Federal Management Regulation (FMR) 102-72.30) for all authorized organizations[43] to acquire general purpose space for terms up to 20 years and below prospectus level, regardless of geographic location. The bureau/office must notify the GSA Assistant Regional Administrator (ARA), provide the name of the contracting officer and provide a limited acquisition plan. GSA reviews the information to determine that the project meets delegation parameters and offers approval.

Categorical Lease Delegation (FMR 102-73.145) is a standing delegation for all authorized organizations to acquire specific types of space. These spaces include, but are not limited to:

40 See Appendix J for the delegation memoranda.

41 Collocation issues are addressed in general covering different authorities, since collocation is not dependent upon the specific delegated authority.

42 Under "Can't Beat GSA" leasing, none of the GSA lease delegation types authorize bureaus/offices to conduct procurements on behalf of, or to collect rent from, other agencies.

43 Organizations must have delegated leasing authority from the Department to qualify.

- Space to house antennas, repeaters, or transmission equipment
- Depots
- Docks, piers, and mooring facilities
- Garage space
- Hangars and other airport operating facilities, and
- Space for short-term use (such as conferences, emergency situation).

Special Purpose Lease Delegation (FMR 102-73.160) is a standing delegation of authority for all authorized organizations to acquire special purpose space for terms, including all options, of up to 20 years. DOI is authorized to lease the following types of special purpose space:

- Space in buildings and land incidental thereto used by field crews of the Bureau of Reclamation, Bureau of Land Management, and U.S. Geological Survey, and
- National Parks/Monuments Visitors Centers that consist primarily of special purpose space (e.g., visitor reception, information, and rest room facilities) and not general office or administrative space.

Authority contained in general purpose and special purpose delegations can only be exercised when the GSA ARA notifies the organization in writing that suitable GSA-provided space is not available to meet the space need. All exercised delegation authority must be reported semi-annually (see Chapter 7, Reporting Requirements) to the Office of Acquisition and Property Management (PAM), Space Coordination Office (SCO). When conducting succeeding and superseding leases, GSA must be informed of the actions eighteen months in advance, and they must be included in the semi-annual reporting.

Requirements[44]

Once a bureau or office decides to pursue a direct lease, the following requirements must be completed prior to the Request for Proposal issuance:

- GSA must be considered as the primary source for obtaining general purpose space.
- All other DOI bureaus/offices must be consulted to determine if they can assist in providing space, or if they have similar requirements that can result in collocation opportunities.
- GSA must be notified of the space need and given the option to provide space.
- GSA approval to proceed with a bureau/office direct lease must be obtained from the GSA Assistant Regional Administrator.
- All projects that exceed the $1 million level must be reviewed and approved by the Department of the Interior. [45]
- All projects less than $1 million must follow individual bureau/office space approval guidelines and be reported to the PAM SCO.
- Decision regarding source selection must be made at the inception of the project.
- Capital lease determination worksheet must be completed.
- Once all approvals have been obtained, an acquisition plan should be developed to estimate the timeframes for the various steps in the procurement process.

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44 See Appendix K, Determination of Capital versus Operating Leases Worksheet.

45 425 DM 3 contains specific levels of cost and associated approval levels.

Bureau/Office Space Leasing Agents

Space Leasing Contracting Officers (CO). Only bureau/office-designated space management personnel are authorized to negotiate with GSA and procure other non-GSA space.

Requirements for Space Leasing Contracting Officer. The Space Leasing Contracting Officer must meet the requirements for appointment as stated in the Department of the Interior Contracting Officers Certificate of Appointment (COA) Program. The following training is required for a Space Leasing CO appointment:

- Federal Real Property Leasing or Basic Lease Contracting
- Government Contract Negotiating or Techniques of Negotiating Federal Real Property Leases
- Cost and Price Analysis of Leasing Proposals
- Real Estate Law or Federal Real Property Lease Law
- Real Estate Appraisal Principles

The appointment is issued in accordance with the Contracting Officers Appointment Program on a case-by-case basis. The certification is issued to the person, not the position. Certificate of Appointment, SF-1402, will be used for these appointments and must be clearly identified as "Space Leasing Contracting Officer" appointments. The certificate must be annotated to limit the authority to real property lease within the limits of the GSA or Secretarial delegation. (See Appendix J) Because the Federal Government is structured by a system of delegated powers, the authority transferred to space leasing COs is limited and specific. To remain current in real property leasing issues, regulations, and procedures, space leasing COs, regardless of series, must continue to gain hands-on experience and every two years must complete at least 40 continuous learning points in acquisition-related topics.

Contracting Officer Representative (COR) The COR serves as the on-site representative of the space leasing CO. An important purpose of the COR program is to establish one person on-site as the Government contact for the Lessor.[46] The COR appointment is made to the person not the position. The Department of the Interior requires, at a minimum, 40 continuous learning points every two years for CORs.

The responsibilities of the COR will be to:

- Represent the bureau/office as a liaison between the space leasing CO and the Lessor or the designated representative
- Have a working knowledge of the bureau/office direct lease as it pertains to the day-to-day operations of the leased space
- Monitor and inspect for the Lessor's compliance with the direct lease as it pertains to the delivery of services, utilities, and maintenance

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46 The General Services Acquisition Manual (GSAM) states that "COR means a Government employee designated in writing by the Space Leasing Contracting Officer, by name and position title, who is authorized to take action for the Space Leasing Contracting Officer with specified limitations. A Space Leasing Contracting Officer may not authorize a COR to issue change orders or otherwise modify a contract unless the COR is a warranted Space Leasing Contracting Officer."

- ❖ Investigate complaints, determine validity, if necessary resolve complaints
- ❖ Communicate with the Lessor or the designated representative, when necessary, in order to achieve compliance with the direct lease
- ❖ Maintain up-to-date and accurate direct lease enforcement files, including documentation of all oral communications with the Lessor, copies of letters, and copies of inspection reports
- ❖ Inform the bureau/office space leasing CO when the Lessor has not responded to efforts to make him/her comply with the terms of the direct lease
- ❖ Know what to do in emergencies as they relate to the safety and well-being of bureau/office employees and property in the direct leased space
- ❖ Be familiar with fire and life safety requirements in the direct lease. Report suspected deficiencies to the bureau/office space leasing CO and/or the Lessor. Use a common-sense approach to identify hazards and follow up to ensure correction
- ❖ Perform various other direct lease management and enforcement duties at the direction of the space leasing CO or management

Collocation

There are different levels of collocation; being physically located in the same building with another DOI bureau/office or other Federal agency is a type of collocation, but at a very low level. Collocation implies that some services can be jointly shared between two bureaus/offices. This sharing of services can be limited, in that one organization pays rent directly to another bureau/office for lease administration, but maintains their space separately, or it can be extensive, where positions such as receptionists are jointly created, funded and maintained between the two bureaus/offices. DOI policy is that all bureaus/offices take maximum effort to collocate offices.

Collocations can occur in direct leases or in owned space.[47] Owned space normally was built with a specific mission in mind, tailored more to a specific bureau/office mission that may not easily change to include another entity. However, as missions and requirements change over the years, opportunities for collocation at owned sites may develop, and new construction must consider collocation issues. Direct leases provide a constant possibility for multiple bureaus/offices to take advantage of collocations, as DOI has a diverse number of bureaus/offices covering most of the United States.

The following discussion on collocations separate collocations into three types: between bureaus/offices, between a DOI bureau/office and another entity, and those completed via Service First legislation.

Inter-Bureau/Office Collocations

Collocation of DOI bureaus/offices[48] can provide better customer service to the public. In order to accomplish this goal, management support is needed at all levels of the organization. With collocated

47 Collocations in GSA-Provided space are exceedingly limited in scope since GSA will prefer separate Occupancy Agreements for each entity, and any overhead costs would be excessive if paid to both GSA and the lead bureau/office.
48 DOI bureaus/offices will document all aspects of shared or collocated resources through Memoranda of Understanding, Memoranda of Agreement or other documents as necessary. Any fees for services that are provided must be reasonable and comparable to similar GSA fees. Disagreements on fee charges between bureaus/offices will be resolved by the PAM SCO.

DOI bureaus and offices, customers have a single point of contact with the various entities and services of the Department, easing their access of disparate services, while organizations can experience economies of size by reducing administrative costs. Because economics are a significant part of the strategy, each collocated bureau/office that participates in the sharing of mail rooms, libraries, public rooms, conference rooms, break rooms and other joint-use space should considerably reduce the overall square footage at each individual location over the current separate locations. Functions performed jointly, such as receptionists, reduce the overall cost for administrative services. Similarities in administrative policies and systems allow DOI bureaus/offices to easily merge their processes, reducing overhead for both organizations. PAM SCO will resolve any disagreements on fee charges between bureaus/offices.

Interagency Collocations

Interagency collocations (where a DOI bureau/office is collocated with an organization outside of DOI) are entered into and agreements are signed to provide financial commitment by each bureau/office or agency to the direct lease contract firm term. All known terms of the sharing of the space are specifically outlined in the interagency agreement. As changes are made to the occupancy of the space, the interagency agreement should be amended. The interagency agreement becomes the basis for the Intra-Governmental Payment and Collection (IPAC) billing for the cost of the space during the term of the direct lease agreement. There are several different formats for the interagency agreements. Contact the LCO for directions, samples, specific interagency agreement formats, and specific signatory authority. Percentage of occupancy for each organization is calculated by amount of space occupied, not by personnel head count.

Service First Collocations

These are collocations between DOI bureaus/offices and other organizations that are entered into under the specific guidelines of the Service First Act. These collocations are done by one of the bureaus with designated authority to charge rent to another agency/bureau/office. In these situations, any charge for the lease administration the Service First bureau levies should be equal or less than the GSA fee, since there is no cost savings for DOI if the Service First bureau overhead is more than GSA's. Disagreements on fees between bureaus/offices should be presented to the PAM SCO for resolution.

Tenant Improvement Issues and Costs[49]

Building shell is the complete enveloping structure, the base-building systems, and the finished common areas (building common and floor common) of a building that bound the tenant areas. Where the building shell ends is the beginning point for tenant improvements.[50] It is commonplace

49 The discussion on tenant improvement issues and costs are provided only as a general overview. Detailed training is required before any employee can oversee these activities. While this type of training is routinely provided to direct leasing agents within their certification, it is summarized here for all space managers to be aware of, since GSA-Provided space must also meet these criteria. It is important that even when obtaining GSA-Provided space, space managers understand these terms to ensure GSA personnel are fulfilling and providing all required services.

50 When obtaining a succeeding or superseding lease, tenant improvements may require the organization to obtain swing space during periods of construction modernization or rehabilitation to temporarily house employees.

in the commercial real estate world to observe this distinction between building shell and tenant improvements.

Tenant Improvement Allowances

Tenant improvements are the finishes and fixtures that typically take space from the "warm-lit shell" condition to a finished, usable condition. The tenant allowance works in concert with the building shell. A tenant improvement allowance is the funding source provided by the building owner that enables the space to be "built out" or "fitted out" for occupancy to meet a customer's specific requirements.

Bureaus/offices should plan on standardized costs for tenant improvements based upon the number of people housed in the area. While there are no customization tiers for direct leases, as a rule of thumb, tenant improvement cost estimates should be $3,000 per person for office space, with specialized space at a higher rate, determined by the requirements for the specialized space. Tenant improvements are normally included directly in the space leasing process, not treated separately as with GSA-provided space.

Space Leasing Process[51]

Note: All steps of the space acquisition process must be thoroughly documented.[52]

Prior to beginning leasing actions for general or special purpose space, the bureau/office must contact the GSA Assistant Regional Administrator in writing to assure that no suitable GSA-controlled (owned or leased) space is available to meet the requirement need and there is no planned consolidation of Federal agencies in the community. GSA must provide written approval to the bureau/office in order for the bureau/office to acquire its own space.

The leasing process is broken into the following sections: Development of the Special Requirements, Advertising, Market Survey, Solicitation for Offers, Award, and Post Award, Acceptance, and Inspection.

Development of the Special Requirements

Special requirements for the leasing project are developed by the Space Leasing Contracting Officers, in conjunction with the using office. The special requirements are incorporated into the solicitation for offers and describe the total and specific needs of the office.

When compiling special requirements, consideration must be given to the Randolph Sheppard Act of 1974. The Act authorizes the operation of stands or vending facilities in Federal buildings by blind persons.[53] The alterations required to accomplish the vending machines or stand are a part of the rental rate and are paid for by the bureau/office; not by the blind, who are operating the stands or vending machines. The Act requires annual reporting

51 Once again, this discussion is provided as a **summary of the training** that leasing agents must obtain prior to beginning this process, and is **only provided for space managers to have a greater understanding of the process**.
52 See Appendix L, Lease Checklist.
53 Check with the appropriate State agency in the location of the Federal facility to solicit the blind in operating vending machines in the facility.

to the Secretary of Education quantifying the Randolph Sheppard space in each facility. Specific reporting requirements are contained in 34 CFR 395.38. Bureaus/Offices must submit reports to PAM by January 15 each year. See http://www.doi.gov/pam/Propertyreports.html

The delineated area[54] in which the space is to be acquired should be identified and must comply with Executive Orders regarding Central Business District and Rural Development Act. The delineated area should be provided in both narrative form and on a clearly marked map.

Advertisement

An advertisement is placed in the local paper(s) describing the requested delineated area and the total amount of the space needed. Various other types of advertising can also be used. After responses to the advertisement are received, a market survey is scheduled by the space acquisition personnel to view the potential sites or buildings.

Market Survey

A market survey is a field survey of the area under consideration for a direct lease requirement for the purpose of obtaining information on market conditions and the availability of suitable space.

Solicitation for Offers (SFO)

The boilerplate SFO is prepared with project-specific information and mailed to all prospective offerors with approved sites and/or approved existing space. A date is established for submittal of initial offers. The bureau/office will not consider any proposal received after the due date for receipt of offers unless exceptions for late offers exist. Any changes given to one offeror must be given to all offerors through an amendment to the solicitation.

Award

An abstract must be prepared reflecting the details of each offer received. Using the same format for each offer, the abstract should provide the information to determine if the offeror is able to meet the minimum requirements of the solicitation. The abstract for offers should be updated during the negotiations.

Post Award, Acceptance, and Inspection

Stay in contact with the Lessor during the construction and conduct periodic inspections to ensure that the space is being constructed as required. Coordinate a final inspection to include representatives of the office actually using the space. After the space is completed, it is inspected to ensure that all the terms and conditions of the lease and the final space layout

54 A delineated area covers the physical location within which the bureau/office is looking for space; it cannot be delineated so that only one building qualifies.

drawings have be provided. The Lessor must provide a certificate of occupancy for the building. A punch list is compiled and a determination is made regarding substantial completion of the space. The lease agreement is adjusted, if necessary, to correct the occupancy date, verified square footage, and rent.

Renewal Option

A negotiated lease provision can allow the Government to continue leasing space at a particular location given a specific written notification (succeeding lease). The most important element of the renewal option is the date the renewal option must be exercised. Paragraph 5 of the U.S. Government Lease for Real Property, Standard Form 2,[55] sets forth the terms and dates of the renewal. Prior to the date the renewal must be exercised, an advertisement should be placed in the newspapers to determine if competition exists. If enough competition exists, based upon the response to the advertisements, the procurement should be conducted as a standard competitive procurement. However, the competitive procurement must be completed before the date the renewal option must be exercised in the event it is in the best interest of the Government to exercise the renewal option. If no competition exists, the renewal is handled in similar fashion to the "sole source" procurement process.

55 See Appendix M, U.S. Government Lease for Real Property, SF-2.

Chapter 5

LEASE ADMINISTRATION[56]

NOTE: The information contained in this chapter applies to direct leases. Administration of leases for GSA-provided space is the responsibility of GSA's contracting officer. Only in cases where GSA has delegated specific lease management authority in accordance with FMR 102-72.75 does a bureau/office employee have responsibility to enforce the terms of a GSA lease with the lessor. Otherwise, address concerns through GSA's LCO.

General Lease Administration[57]

When the Lessor fails to provide services, utilities, or maintenance in accordance with the terms of the lease, furnish the Lessor with a written notice of that failure and the need for compliance with the lease terms. Under emergency conditions, the Lessor may be informed orally with confirmation in writing. If the Lessor fails to respond, they are given a second written notice which will include a reference to the Failure in Performance Clause, within the lease, that states the Government's option to cure the deficiency and deduct all cost from the rent.

Check the glossary of terms for further information and explanation. Space acquisition personnel and their designated CORs deal with many lease administration issues that include but are not limited to:

- Enforce lease performance requirements
- Lease extension
- Negotiate and document changes
- Adjust rental rate for operating cost and real estate tax escalations
- Termination of the lease
- Settle claims or protests
- Day to day maintenance and operating matters
- Space alterations
- Documentation
- Novation agreements
- Statement of Fact or Statement of Lease
- Assignment of rent as specified under the Assignment of Claims Act of 1940
- Vacant premises adjustments
- Buy out of lease

Escalation Adjustments

Operating Cost Escalation

If a base cost of services is established in the lease, then the escalation is due annually on the anniversary date of the lease. If expansion space is acquired, changes in operating costs must

56 This discussion is provided as a **summary of the training** that leasing agents must obtain prior to beginning this process, and is **only provided for space managers to have a greater understanding of the process**.
57 See Appendix N, U.S. Government Lease for Real Property (Short Form), GSA Form 3626.

be factored.

Real Estate Tax Escalation

The percentage of occupancy for the Government-occupied space must be established in the lease agreement. Real estate taxes as stated in the lease must be reimbursed annually.

Vacant Premises Adjustments

If the Government vacates all or a portion of the leased premises before the expiration of the firm term, then the vacant premises rate is used to determine the amount of the rental rate deduction. The vacant premises rate is intended to reflect the amount of the services that would *not be needed* if the space was vacant, e.g., janitorial services. If a portion of the space is vacated, it should be a "leaseable block." The paragraph can be implemented if the original lease contract established a vacant premise rate with the proper written notice. The amount of the vacant premises rate is established in the SF2 portion of the lease.

Space Alterations Guidelines

Space acquisition personnel modify the lease agreement for an alteration project.[58] When a request for a space alteration is received, the space acquisition personnel should meet with the requestor to get an understanding of the proposed alteration and to develop the scope of work. The scope of work is used to inform the Lessor or independent contractor, exactly what work is to be performed.

The scope of work is prepared for each alteration project.

- It must be determined if there are any alternatives that will accommodate the request (i.e., is the space being under-utilized, or could the requested space need be met in the local community, such as using a local car wash facility vs. building an on-site wash pad).
- Does the proposed alteration project impact any other area of the space?
- Does the alteration project have any impact on handicap accessibility requirements?
- Is there any impact on life safety requirements?
- All details that will be entailed in the project must be considered, e.g., will the alteration require electrical wiring, water line, HVAC, fire protection, janitorial services, etc. Do any of these types of requirements impact the building systems?
- All aspects of the project should be discussed in detail with the person requesting the alteration.
- It is important to review the lease to ensure that the alteration request will meet the already established standards of the lease, e.g., minimum lighting, paint, carpet requirements, HVAC ranges, etc.
- Project economics should be considered and it should be determined if there is a more cost-effective approach that will accomplish the goal.
- Will future maintenance be required for the project that may increase the maintenance or janitorial costs? For example, if an exhaust fan is being added, will a filter need to be cleaned or replaced periodically? If walls are being added, will the walls be added to the cyclical painting requirement? If a room is being carpeted, will the Lessor be required to add

58 For alterations in GSA-Provided space, alterations requirements are submitted to GSA.

the carpet that is newly installed to his/her cleaning, and/or replace it when it is worn out? Future maintenance requirements will impact the base cost of services. If future maintenance requirements are added to the lease, then a new base cost of services rate should be negotiated with the Lessor and a supplemental lease agreement must be executed.

- If the alteration project adds office space to the facility, the utilization rate should be recalculated to assure that the new utilization rate does not exceed the DOI goal of 200 BOMA usable square feet per person, or if it does, that appropriate justification documentation is available.
- In the scope of work, as many details as are appropriate should be provided to obtain the requested finished alteration.
    - A reasonable timeframe for completion of the project should be established.
    - An independent Government estimate for each alteration project should be developed and on file.
- To determine which procuring authority will accomplish the alteration project, the following questions should be asked:
    - Does the lease provide the Government with the right to perform alterations to the leased space?
    - Will the alteration have an impact on the building systems?

The space acquisition personnel will contact the Lessor, negotiate a cost for the alteration, request a waiver of restoration,[59] and arrange for payment of the completed alteration.

Cure Process

The Cure Process is the method the Government uses, if necessary, to enforce the provisions of the Failure in Performance Clause, of the General Clauses (Acquisition of Leasehold Interests in Real Property), GSA Form 3517. The following Cure Process will be used in all cases except emergency situations which are discussed below.

The Lessor is given written notice by the Contracting Officer's Representative that the Lessor has failed to provide a required service, maintenance, or repair under the lease. The notice includes the specific date by which the required service, maintenance, or repair must be completed to avoid the issuance of a Cure Letter.

If the Lessor does not provide the requested lease-required service, maintenance, or repair by the date requested by the Contracting Officer's Representative then the Leasing Contracting Officer will issue a Cure Letter.

Emergency Situations: Emergency situations are those occurrences that imminently threaten the continuation of Government business on the premises including but not limited to:

- disruption of the water, gas, and/or electrical service
- the lack of air-conditioning from April through September
- the lack of heat from October through April
- breach of the building integrity which allows exterior elements to enter the building interior
- natural disasters, i.e., fire, earthquake, hurricane, etc.

59 See Appendix O, Waiver of Restoration Form Letter.

The Lessor will be notified of emergency situations by telephone and will take immediate corrective action. If the Lessor cannot be notified or if the Lessor cannot or will not take immediate corrective action, then the bureau or office should take corrective action and deduct the costs from future rental payments, including administrative costs.

Vacant Space Solutions

When a bureau or office determines that it occupies too much space and needs to release it, there are many options that need to be explored. If the space is under a direct bureau or office lease, the Leasing Contracting Officer must determine the best solution. The following are potential options: buyout of the lease (if the bureau/office is in the firm term of the lease or there are no termination rights in the lease), backfill with another bureau/office, or minimize the impact of the vacant space by using the "Vacant Premises Adjustments Clause".

NOTE: GSA's delegation of leasing authority to DOI states specifically that DOI cannot lease acquisitions on behalf of, or collect rent from, other agencies.

Lease Termination[60] – Moving Out[61]

A condition inspection report is completed during a final inspection of the vacated leased space. The purpose of this report is to document the condition of the space at the time of moving out and to help establish responsibility for any damages. This report also helps to protect the Government against false claims for damages.

- The Lessor or his/her authorized representative should participate in the inspection.
- Look for damage which was caused by the Government, or its agent (moving company) such as gouges in walls, holes in doors, or rips in carpet.
- Do not be concerned with "normal wear-and-tear" such as furniture indentations in the carpet, worn carpet areas in high traffic areas such as corridors, or marks on the walls which require only painting.
- If possible, a narrated video is the best documentation that could be compiled. The video should be taken with the Lessor. Be sure to talk about the location of the areas that are being recorded. If it is not possible to take a video, be sure to document the extent and location of all damages with photos.
- If a dispute arises regarding damage or "normal wear-and-tear," take photos and write a full description as to why it is believed that it is wear and tear. This documentation will be used to negotiate a settlement or refute a claim.
- The parties participating in the inspection should sign the report.
- Each party should retain a copy.
- All Government property must be removed from the space. Until the space is completely vacated, the Lessor is entitled to rent.
- Return all keys to the Lessor and obtain a receipt.

60 See Appendix P, Lease Closeout Checklist.
61 See Appendix Q, Move Checklist.

Chapter 6

OWNED SPACE

General Requirements

In accordance with GSA space policy, the first source of space is federally-owned space. Several DOI bureaus and offices have a significant inventory of owned facilities. If a bureau or office has available, adequate owned space within a reasonable commuting distance of the location it is needed, that owned space should be the first option for satisfying that need. If Federal space is currently under direct lease, GSA-provided, or other arrangement, in the same geographical area, consolidation and collocation opportunities should be reviewed by the organizations represented.

Space management principles are the same for owned space as they are for GSA-provided or direct leased space. The difference is in the way the space is acquired, and in its maintenance and disposition. Since these three areas are complicated and beyond the scope of most space managers' responsibilities, real property organizations within each bureau/office must be relied upon to handle construction, maintenance and disposition. Space managers will be involved in the space planning, layout, utilization and requirements only as they relate to the space management principles detailed in Chapters 1 and 2 of this Handbook. The areas of acquisition, maintenance and disposition are covered in various bureau/office Asset Management Plans and Site Specific Business Plans. Space managers must be aware of these policies, and include their provisions in their out-year plans for space management. The following discussion raises only general issues that space managers may have a need to understand or track. For in-depth discussions on asset management, refer to the DOI Asset Management Plan[62] or bureau/office specific plans.

Layout/Utilization

The design of space layouts in owned space should be consistent with other bureau or office plans. The space requirements and guidelines contained in Chapter 2 apply to owned space, including the DOI recommended space utilization rate of 200 usable square feet per person. Space managers should be involved in the initial layout of the space. When space management principles are initially addressed, space utilization can be maximized.

Floodplain

The Government is prohibited from constructing space located within a 100-year floodplain. Requirements are located in Executive Order (EO) 11988, Floodplain Management. Floodplain maps may be purchased from the U.S. Geological Survey mapping services. Web services are available at www.usgs.gov. Each proposed site should be checked against the floodplain maps to ensure that it is not within a 100-year floodplain. Bureau/office construction organizations are responsible for compliance.

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62 DOI plan found at http://www.doi.gov/pam/DOIAMP12.pdf

Asset Management

On February 4, 2004, the President signed EO 13327, Federal Real Property Asset Management. This EO requires Federal agencies to report all owned, leased, and otherwise management real property assets. Regardless of how space is obtained, space planning in all DOI space should comply with the requirements contained in 425 DM 1-6 and the guidance in this Handbook. Because responsibilities for these program areas overlap, it is important that bureau/office space and real property management staffs work closely together in future planning. This requires that the two communicate regularly to keep abreast of plans and initiatives in both programs to ensure consistency.

Chapter 7

REPORTING REQUIREMENTS

5-Year Deferred Maintenance and Capital Improvement Plan

Space Management is concerned with the Five-Year Deferred Maintenance and Capital Improvement Plan (the Five-Year Plan) only to ensure that general, warehouse, and special purpose space meets safety and operating standards. When a building can no longer safely meet an organization's mission requirements, planning must be done for a replacement location; when a major capital construction project is planned, space management principles must be applied to determine requirements. Deferred maintenance issues can affect space management decisions and space managers should always remain aware of major issues addressed in the Five-Year Plan.

The Five-Year Plan is an important step in the improvement of DOI's infrastructure. Through the use of a set of common definitions for facilities management terms in this Department-wide planning process, DOI has been able to present a more consistent and credible view of its budgeted resources and capital investments, goals, needs and priorities to the Administration and the Congress. DOI's Five-Year Plan requires annual updating. This is so that the budget request will continue to reflect a five-year picture of the bureaus'/offices' deferred maintenance and capital improvement needs.

DOI is committed to reducing its deferred maintenance backlog on existing facilities before constructing most new facilities. When developing the budget and the Five-Year Deferred Maintenance and Capital Improvement Plan, bureaus/offices rank and prioritize projects with highest emphasis on critical deferred maintenance needs in health and safety, resource protection, and bureau/office mission.

5-Year Space Management Plan[63]

The bureau/office 5-Year Space Management Plan provides a framework, strategic vision and plan of action for effective bureau/office space management. It is a dynamic document to be used by DOI and bureau/office management for implementing bureau/office space goals, including consolidation, collocation and disposal. The Department will develop a multi-year strategic plan, based on the bureau/office 5-Year Space Management Plans, to ensure that facility acquisitions, lease renewals and relocations are driven by mission-related needs. Priority will be placed on collocation, consolidation and improved partnership relations. Using information provided by the bureaus/offices on current and future year lease plans, anticipated lease expirations, renewals, and relocations, the PAM SCO will help the bureaus/offices identify opportunities for collocation, consolidation and other actions to improve space utilization and mission support.

> Updates are submitted to the SCO annually each <u>August 15</u> covering the upcoming fiscal year, and the budget year plus four out-years. The plan should align with the current Office of Management and Budget (OMB) Circular A-11, Space Budget Justification, Exhibit 54, submission.

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63 See Appendix R, 5-Year Space Management Plan Template.

Asset Management Disposition Listing

Annually, the OMB requires agencies to submit a list of assets for disposition. To support this requirement, bureaus/offices must submit to the Department a list of assets for disposition in accordance with bureau/office-specific disposal policy. Bureau/Offices submit to the Department a draft list of properties for disposition based on the data gathered and reported to the Federal Real Property Profile (FRPP). The bureau/office contact for real property and FRPP entry creates this list of properties. Space managers should be aware of the properties on the list to ensure that the annual update to the 5-year Space Management Plan includes discussion about these properties and what actions the bureau/office will take in managing this space.

Delegated Leasing Semi-Annual Report

Each Federal agency must report to the GSA Office of Government-wide Policy every six months on its delegated leasing activity. These reports are due to GSA on April 30 and October 31 each year. Each bureau/office with delegated leasing authority[64] should send its report, including negative reports, to the PAM SCO. The SCO will submit a consolidated DOI report to GSA.

Each bureau/office is required to report the following information for all leases in effect at the time of the semi-annual report:[65]

- Bureau/Office name
- Property address
- Rentable square feet
- Rentable rate per square foot
- Type of space
- Annual rent
- Expiration date
- Lease term
- Copy of notice from Public Buildings Service Assistant Regional Administrator, stating that no suitable federally-controlled space was available to satisfy the need

Space Budget Justification, Exhibit 54

The Exhibit 54[66] contains all required worksheets (by fiscal year) and the summary report to detail space costs for fixed cost increases and the supporting detailed information for the space budget justification required in section 54.5 of Office and Management Budget (OMB) Circular A-11.[67] There are normally two submissions to DOI of the Exhibit 54:

- In early summer, a modified Exhibit 54 report is created for the DOI Budget Office to capture required fixed cost increases for budget submission. (The fixed cost increases submission

64 For details on the bureaus and offices with delegated leasing authority, see Appendix J.

65 For DOI bureaus/offices, the reporting time periods will be from October 1 through March 31, due on April 4, and from April 1 through September 30, due on October 4. See Appendix S for the required reporting format.

66 See Appendix T, Space Budget Justification, Exhibit 54.

67 See OMB Circular A-11 for complete instructions. http://www.whitehouse.gov/omb/a11

contains a Part 3 (developed by the DOI Budget Office to collect fixed costs) on the summary sheet, "Other Rent Related Costs" that is not included on the second submission for OMB.) The SCO receives a copy of each bureau/office submission.

- In late summer, a final Exhibit 54 report that complies with requirements of OMB Circular A-11 is submitted to the SCO and the DOI Budget Office by each bureau/office. While this second submission may not significantly change from the original submission, it allows bureaus/offices an opportunity to update inventory and cost information. (Part 3 on the summary sheet, "Other Rent Related Costs" is not included with this submission.)

For both submissions, all fiscal year tabs must be completed in full detail to identify all GSA-provided space changes in the year they occur. These changes include, but are not limited to, acquisition of new space, return of space to GSA, changes in square footage for an Occupancy Agreement (OA), renewal of a long term OA, and changes in the number of parking spaces in an OA. For renewal of an OA, ensure that all anticipated costs are included, paying particular attention to tenant improvement estimates. In the Remarks column, provide details to include new locations for personnel relocated from vacated space, along with information about where personnel are relocating from when going into new space.

The Exhibit 54 contains a worksheet for each fiscal year including a "Corrections (FYXX)" and a summary report. Each fiscal year worksheet is made of several parts in which you will enter data, as applicable. The four parts are as follows:

- Part I Agency Identification
- Part II GSA Bill Rent Estimate
- Part III Agency Adjustments to the Bill or Planned Changes In Inventory
- Part IV Requested Program Changes In Inventory

The Exhibit 54 "SUM" tab summarizes the values for GSA-provided space entered into the previous worksheets. Rental Payments to Others for Federal and Non-Federal Sources are summarized in Part 2 on the SUM tab.

The Exhibit 54 is a critical element in the creation and maintenance of the bureau/office 5-Year Space Management Plan. Care must be taken to ensure all space changes are consistently and accurately captured in the Exhibit 54. While this document is essentially a budget document, it must include input from the bureau/office space managers to ensure space program issues are addressed.

Financial and Business Management System (FBMS)

The FBMS will be the DOI system of record for all real property issues. The system will be implemented incrementally on a bureau by bureau/office schedule. Detailed information on space management processes and how they relate to the FBMS will be addressed in updates to this Handbook.

Federal Real Property Profile (FRPP)

Executive Order 13327 "Federal Property Asset Management"[68] was created to promote efficient and economical use of the Federal Government's real property assets. The EO established the interagency Federal Real Property Council (FRPC), the role of the Senior Real Property Officer, and mandated creation of a centralized real property database. This database is the Federal Real Property Profile. The FRPP is updated annually as of September 30 each year. Under normal circumstances, all agencies must populate and certify the database by November 15 each year.

Annually the FRPC issues guidance for real property inventory reporting that details the information required in the FRPP. While some changes are experienced year-to-year, the FRPP essentially reports all owned, leased and otherwise managed[69] Federal real property assets within and outside the United States, including improvements on Federal land. The agency responsible for reporting the constructed asset-level data is defined by the following:

- For owned real property (U.S. holds title), the Federal agency that exercises real property accountability is responsible for reporting the asset.
- For leased real property, the Federal agency that signed the lease is responsible for reporting the asset.
- For otherwise managed real property, the Federal agency that entered into the agreement with the state or foreign government is responsible for reporting the asset.

The following real property is excluded from the EO and reporting is optional:

- Interests in real property assets that have been disposed of for public benefit prior to the current reporting year.
- Land easements or rights-of-way held by the Federal Government.
- Public domain land (including lands withdrawn for military purposes) or land reserved or dedicated for national forest, national park, or national wildlife refuge purposes, except for improvements on those lands.
- Land held in trust or restricted-fee status for individual Indians or Indian tribes.
- Land, and interests in land, that are withheld from the scope of the EO by agency heads for reasons of national security, foreign policy or public safety.

FRPP data includes such items as the real property type, use, legal interest, status, size, value, condition index, mission dependency, annual operating costs, main location, unique identifier, and disposition data. The GSA Office of Government-wide Policy and the FRPC detail the exact data required in the annual guidance for real property reporting. GSA reports all leases it establishes on behalf of other agencies.

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68 Located at http://www.whitehouse.gov/news/releases/2004/02/20040204-1.html

69 "Otherwise managed" properties are state or foreign Government-owned where a US state or foreign government hold title to the real property, but rights for use have been granted to a Federal Government entity in an arrangement other than a leasehold.

Laws, Executive Orders, and Regulations

The following Laws, Executive Orders, and Regulations provide additional guidance on space related issues:

- Davis-Bacon Act – establishes requirements related to wage rates for laborers and mechanics employed by contractors and subcontractors on public buildings.
- Randolph Sheppard Act - authorizes the operation of stands or vending facilities in Federal buildings by blind persons.
- Rural Development Act of 1972 - requires that agencies give first priority to rural areas, unless the agency mission or program requirements call for locations in an urban area.
- Executive Order 12072, Federal Space Management – requires that first consideration be given to locating Federal facilities in urban areas within the central business area.
- Executive Order 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction.
- Executive Order 12941, Seismic Safety of Existing Federally Owned or Leased Buildings.
- Executive Order 13006, Locating Federal Facilities on Historic Properties in Our Nation's Central Cities.
- Executive Order 13327, Federal Real Property Asset Management – promotes the efficient and economical use of Federal real property resources in accordance with their value as national assets.
- Executive Order 13423, Federal Environmental, Energy, and Transportation Management.
- Code of Federal Regulations (CFR), 41 CFR 101-17 through 21, and 41 CFR 102-71 through 85.
- Department Manual (DM) 425 DM 1 and 2, Space Management.
- Federal Management Regulations 102-72 and 102-73.
- General Services Administration Acquisition Manual, available at http://acquisition.gov/gsam/gsam.html

GLOSSARY OF SPACE MANAGEMENT TERMS

Abbreviations and Acronyms

ADA	Americans with Disabilities Act
ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
BOMA	Building Owners and Managers Association
CATEX	Categorical Exclusion – Environmental Assessment Checklist
CBD	Central Business District
CBR	Client Billing Record
COR	Contracting Officer's Representative
DIAR	Department of the Interior Acquisition Regulation
DHS	Department of Homeland Security
DUNS	Data Universal Numbering System
FAR	Federal Acquisition Regulation
FPS	Federal Protective Service
GSA	General Services Administration
GSAM	General Services Acquisition Manual
HVAC	Heating, Ventilation and Air Conditioning
IA	Interagency Agreement
IPAC	Interagency Payments and Collections
ISC	Interagency Security Committee
LCO	Leasing Contracting Officer
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NFPA	National Fire Protection Association
OA	Occupancy Agreement
OMB	Office of Management and Budget
PAM	Office of Acquisition and Property Management
PBS	Public Buildings Service
PNM	Price Negotiation Memorandum
RWA	Reimbursable Work Authorization
SCO	Space Coordination Office
SFO	Solicitation for Offers
SWA	Security Work Authorization
STC	Sound Transmission Class
TI	Tenant Improvement
UR	Utilization Rate

Definitions

120-day Notice: See Four-Month Space Relinquishment Right.

Accessibility: The Americans with Disabilities Act (ADA) requires that buildings and facilities be accessible to and usable by people with disabilities. In all areas of a building used by the public, Title II of the ADA requires a totally accessible interior path from point of entry to all public services. The design elements affected by this requirement consist of:

- Vestibule configuration
- Door sizes and pressure of operation
- Corridor widths
- Elevator access and control
- Toilet room and stall dimensions
- Telephone and TTY (text telephone) provisions
- Drinking fountain location and dimensions
- Visual and audible alarm accommodations
- Signage design & location
- Quantity of accessible seating
- Counter heights
- Ramps or lift access to all raised seating

Accountability: Property accountability includes responsibilities for such tasks as tracking the movement of assets, recording changes in physical condition and verification of physical counts. The property managers must exercise this responsibility and maintain proper control over an organization's assets through recordkeeping, effective policies and procedures, and appropriate security controls.

Accountable Officer: An Accountable Officer is responsible for safeguarding property under his/her control and for maintaining accurate property records.

Accountable Real Property: Accountable real property assets are assets that are determined to be important because of their use, value or significance in meeting DOI's mission and fiduciary responsibilities. For Federal Real Property Profile purposes, assets with a replacement value of $5,000 or more must be reported. For accounting and financial management purposes, the DOI capitalization threshold for real property is $100,000.

Acquisition: Acquisition of real property within DOI occurs in many ways, including, but not limited to, leasing of existing or build-to-suit constructed facilities, new construction, donation, transfer and land exchanges.

Acquisition Plan: This is a document that describes the estimate of timeframes for various steps in the procurement process, from development of space requirements to occupancy.

ADA: The Americans with Disabilities Act (ADA) contains handicapped accessibility standards that all space throughout a building must meet. See also UFAS: Uniform Federal Accessibility Standards.

Advertising: The calling to the attention of the public the Government's space requirements. Advertising can be in the form of a newspaper advertisement, FedBizOps advertisement, website notification, mailing list distribution, etc.

Agency: One of the Federal Executive or Legislative departments, e.g., the Department of the Interior. A bureau or office is a sub-organization of an agency.

Alteration: Remodeling, improving, extending or making other changes to a facility, exclusive of maintenance repairs.

Amortization: The process of retiring a debt or payment of tenant improvement alterations through systematic payments of rent over a specified period of time.

ANSI: The American National Standards Institute (ANSI) coordinates the development and use of voluntary consensus standards in the United States and represents the needs and views of U.S. stakeholders in standardization forums around the globe.

Applicable Bureau or Office Facilities: Those Departmental facilities services that exhibit environmental effects based upon identification of environmental aspects and impacts including those of third parties.

ASHRAE: The American Society of Heating, Refrigerating and Air-Conditioning Engineers, was founded to advance the arts and sciences of heating, ventilating, air conditioning and refrigerating to serve humanity and promote a sustainable world. Membership in ASHRAE is open to any person associated with heating, ventilation, air conditioning or refrigeration through such disciplines as indoor air quality and energy conservation, for example.

Asset Management: Asset management is a DOI methodology for maintaining:

- Owned and leased buildings,
- Structures,
- Linear assets,
- the Motor vehicle fleet, and
- Non-Stewardship land used for administrative purposes[70].

Assignment of Rent: If rental payments have been assigned under the Assignment of Claims Act of 1940, then the assignee (normally a lending institution) must sign a release if the Lessor requests that rental payments begin to be made to him/her. An Assignment of Rent under the Assignment of Claims Act has very specific requirements. See FAR 32.8 for complete understanding of Assignment of Rent as specified under the Assignment of Claims Act of 1940.

Award: In the DOI process for obtaining direct leases, after evaluation of the offers, a written award letter is sent to the successful offeror, including a copy of the lease agreement, stating the financial terms and conditions of the award.

70 Non-stewardship land is considered to be the land associated with constructed assets such that it would be impractical to try to separate for sale.

Award Letter: In the DOI process for obtaining direct leases, the award letter serves as formal notification to a prospective Lessor that the best and final offer has been accepted. Issuance of the award letter constitutes a contractual agreement between the bureau/office and the prospective Lessor.

Best and Final Offer: In the DOI process for obtaining direct leases, offerors' final offer is submitted to the Leasing Contracting Officer for evaluation to award.

Build-to-Suit Lease: This term refers to the situation in which a developer constructs a facility to a lessee's specifications.

Building: Any structure with a roof and commonly enclosed by walls, designed for human occupancy, storage, or shelter for animals, distinguished from other structures not designed for occupancy (such as fences or bridges). Buildings include offices, warehouses, housing and storage units.

Building Manager: The building manager is responsible for safeguarding the bureau's/office's interest in leased property in an efficient and economical manner consistent with the best business practices.

Building Owners and Managers Association (BOMA): The Building Owners and Managers Association is a primary source of information on office building development, leasing, building operating costs, energy consumption patterns, local and national building codes, legislation, occupancy statistics and technological developments.

Bureau/Office: One of the organizations (e.g., the National Park Service) within an agency (e.g., U.S. Department of the Interior).

Capitalization: Recording the total acquisition cost of an item in the general ledger of the bureau's/office's financial accounts. The intent of capitalization in the financial records is to provide an accurate total reflection on the bureau's/office's investment in real property over time and to provide information on operating performance by allocating costs to the periods benefited. The DOI capitalization threshold for real property is $100,000.

Capital Improvements: Capital improvements are modifications to existing real property which (1) extend its useful life by at least 2 years or (2) enlarge or improve its capacity or otherwise upgrade it to serve needs different from, or significantly greater than, those originally intended. Capital improvements which meet the general capitalization criteria are capitalized and recorded in the general ledger.

Capital Lease[71]: A capital lease transfers substantially all the benefits and risks of ownership to the bureau/office. If, at its inception, a lease meets one or more of the following four criteria, the lease should be classified as a capital lease by the bureau/office. If the lease does not meet any of the following criteria, it is classified as an operating lease.

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71 See Appendix K for capital lease determination worksheet.

- The lease transfers ownership of the property to the bureau/office by the end of the lease term.
- The lease contains an option to purchase the leased property at a bargain price.
- The lease term is equal to or greater than 75 percent of the estimated economic life of the leased property.
- The present value of rental and other minimum lease payments, excluding that portion of the payments representing the cost of services, equals or exceeds 90 percent of the fair value of the leased property.

The last two criteria are not applicable when the beginning of the lease term falls within the last 25 percent of the total estimated economic life of the leased property. See OMB Circular A-11 (Scoring) for further information.

CATEX Checklist: This is a checklist for categorical environmental assessment exclusions.

Ceiling-High Partitions: Floor-to-ceiling walls used to divide space or provide acoustical control, providing no structural support to the building.

Central Business Area (CBA)/Central Business District (CBD): The area within a city that encompasses the community's principal business and commercial activities, and the immediate fringes thereof, as geographically defined in consultation with local elected officials.

Certificate of Occupancy: A certificate issued by the local building authority when a leased facility is complete and acceptable for occupancy.

Change Order: A change in the original plan of construction due to upgrading of material or the inclusion of additions.

Circulation: A percentage that is used to determine the amount of space that is required to have passage between workstations and partitioned areas in order to provide safe ingress and egress. The common area factor is not included in circulation.

Claim: A written demand or written assertion by one of the contracting parties seeking payment, the adjustment or interpretation of contract terms, or other relief arising under or relating to a direct lease.

Client Billing Record (CBR): The number GSA uses for billing purposes to identify a bureau's/office's space assignment.

Common Area: Usually includes a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Common area space generally does include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

Contracting Officer's Representative (COR): The designated[72] government employee that serves as the eyes and ears of the Contracting Officer for direct leased space. Proper administration and management of the direct lease translates into better employee morale and accountable Lessors.

Current Year Adjustments: Current year adjustments are corrections to rent billing errors or omissions for the present fiscal year. They are listed separately on monthly GSA rent bills.

Data Universal Numbering System (DUNS): This system is maintained by Dun & Bradstreet, Inc., as a method to register and track American businesses and corporations[73]. Government organizations also are identified by a unique DUNS number.

Davis Bacon Act: This legislation applies to all space acquisitions and states in part that wage payments require use of prevailing wage rates and fringe benefits because space acquisitions are considered to be federally-financed or assisted construction.

Delegated Leasing Authority: On September 26, 1996, GSA delegated to the Department of the Interior the authority to perform all functions related to the leasing of general purpose space for a term of up to twenty years regardless of geographic location. This authority may be redelegated to employees of DOI bureaus/offices who have been trained as lease contracting officers, as spelled out in the Department's Contracting Officer's Appointment Manual, and is subject to all conditions noted in the original delegation. Unless specifically exempted, all rules and principles, including those pertaining to prospectus preparation and submittal, apply to bureau/office actions.

Delineated Area: The specific boundaries in a geographical area, as determined by the Department, bureau, or office within which space will be obtained to satisfy the space requirement. It is based upon the requesting organization's geographic service and mission, and the potential for competitive offers from the marketplace. It is described by streets, highways, or similar recognizable boundaries which, when all lines are connected, will form an enclosed area. The enclosed area must contain a large enough geographical area to provide adequate competition in the space acquisition process.

Department of the Interior Acquisition Regulation (DIAR): The DIAR implements and supplements the Federal Acquisition Regulation and implements Departmental acquisition policies.

Easement: An interest in real property that conveys use, but not ownership.

Escalation: Rent, taxes, etc., are adjusted annually. Leases and other space agreements include a clause that provides for the adjustment of a price or rent based on some event or index.

Exhibit 54, Space Budget Justification: Budget planning submission to the Office of Management and Budget (OMB) for space leasing costs. Submitted to DOI Budget Office initially for determination of fixed cost increases, subsequent submittal for OMB includes only Part 1 and Part 2. Both submissions must be reviewed by the Space Coordination Office

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72 A COR must be designated in writing by the contracting officer, by name and position for all direct leased space. Limitation on actions by the COR must be specified in the designation.
73 Representations and Certifications (Acquisition of Leasehold Interests in Real Property, GSA Form 3518), requires each offeror to provide a DUNS number.

Expansion: Space acquired in addition to the amount of space occupied and agreed to in a GSA-provided Occupancy Agreement, under an existing direct lease or existing as owned space.

Failure in Performance: For direct leases, when the Lessor fails to provide a lease-required service, maintenance, utility, or alteration, it is referred to as a Failure in Performance. If detailed under the terms of the direct lease agreement, the Government may have the right to complete the action and deduct the cost from the rent.

Fair Market Value: The estimated price that both a buyer and seller would willingly agree to when neither party is under undue pressure to complete the transaction.

Final Inspection: After build-out of the space is completed it, is inspected to ensure that all the terms and conditions of the direct lease or Occupancy Agreement and the final space layout drawings have been provided. Also, completion of a condition inspection report is required when space is vacated.

Firm Term: Period of time when there is no right to terminate the lease.

'Forced Move': Any tenant organization that is involuntarily relocated from one space assignment to another is forced moved. It is initiated by another agency tenant or GSA.

Four-Month Space Relinquishment Right: When an organization determines it no longer has use for space and wishes to vacate the space, it must give a minimum of 120 days' notice to GSA. The notification of release must be written and must also specify the anticipated date of release. The space that is being relinquished must be a contiguous block of space that GSA can potentially configure to lease to a new tenant or other current tenant. The organization is responsible for all space charges until the date of release or until the date the space is actually vacated, whichever is later.

General Purpose Space: All types of space other than "warehouse", "parking", or "unique" space, as defined elsewhere in this glossary.

Greening of Buildings: Multiple Executive Orders require all Federal organizations to consider using materials and processes that are classified "green". These "green" materials and processes affect efficient use and decrease the use of environmentally less preferable products. Energy efficient management and sustainability will be part of integrated programming and project planning with respect to space management activities. These efforts will emphasize energy- and water-efficient design and fixtures; use of low emitting and less toxic materials; use of resource efficient and environmentally preferable products; waste minimization and recycling; "green" cleaning and other environmentally optimized practices.

GSA Acquisition Manual (GSAM): The GSAM consolidates GSA agency acquisition rules and guidance. The GSAM incorporates the General Services Administration Acquisition Regulation (GSAR) as well as internal GSA acquisition policy[74].

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74 The GSAM can be accessed electronically at http://acquisition.gov/gsam/gsam.html

GSA-provided Space: Space under the custody or control of GSA, and provided to a DOI bureau or office. This includes both GSA commercially leased space and GSA-owned space (Federal Buildings).

Historical Preference: Federal program that requires preference be given to offers of space in buildings on or formally listed as eligible for inclusion in the National Register of Historic Places[75] and to historically significant buildings in historic districts listed in the National Register. Buildings offered must meet the terms and conditions of the Solicitation for Offers (SFO).

'Hotel' Work Station: An available workspace that can be used to house visiting, telecommuting, or temporary employees.

Indemnification Fee: The portion of the "PBS Fee[76]" that is charged to bureaus/offices for the indemnification from the risks of vacancy (see Four Month Space Relinquishment Rights).

Interagency Agreement: An Interagency Agreement is an agreement between a DOI organization and an organization outside of DOI.

Inter-bureau Agreement: This is an agreement between two DOI organizations, typically written in the form of a Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU). These agreements do not include funding (see Reimbursable Agreement).

Interagency Payments and Collections (IPAC): Interagency Payments and Collections is the billing and collections system that is used by organizations to transfer funds for services rendered or received.

Interagency Security Committee (ISC): The Interagency Security Committee establishes security standards for federally-occupied space.

Joint Use Space: Joint use charges are rents and operating costs for specific amenities, including government-run cafeterias, Randolph-Shepherd Act vending stands[77], daycare centers, fitness centers, Public Health Service wellness units, shared conference rooms, and visitor parking spaces. The costs for these amenities are summed and distributed among all Federal users on any one of three bases – building, lease, or facility – directly in proportion to each user's percentage of Federal occupancy. Joint use charges apply whether or not employees of the customer agencies elect to use joint use facilities. Joint use facilities are "public good" facilities to which the applicable Federal community must contribute, just as residential communities pay for local fire departments and ambulance services.

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75 Requirements are located in Executive Order 13006.

76 As categorized in the GSA Rent Billing, the Public Building Service fee is 8 percent (reduced to 7 percent in FY 2008). Approximately 4 percent of the fee is designated to cover PBS's vacancy risk. Future decreases in PBS Fees probably will not affect the indemnification portion of the PBS Fee.

77 Randolph-Sheppard Act requires that handicapped persons be given the opportunity to operate vending or small commercial facilities in government occupied buildings. All requirements necessary for the handicapped provided vending space is included in the lease package. The bureau/office pays the cost of the space that the vending space occupies.

Lease: A contract which sets forth certain rights and responsibilities of the parties through which an owner of a commercial asset (the Lessor) conveys the right to use its asset to another party (the lessee) for a specified period of time (the lease term) for specified periodic payments. In DOI, leases are executed between a bureau/office and a commercial entity; 'leases' are never entered into between DOI bureaus/offices and GSA or any other Federal agency

Lease Extension: A modification to the lease agreement that adds additional time to the expiration date of the lease.

Leasing Contracting Officer (LCO): An LCO is an individual that has designated authority to enter into, administer or terminate leases (contracts) and make related determinations and findings. A contracting officer may bind the Government only to the extent of the authority delegated to him/her.

Lessee: One who possesses the right to use or occupy a property under a lease agreement, also known as a tenant.

Lessor: One who holds title to and conveys the right to use and occupy a property under lease agreement.

Lump Sum Payment: A one-time payment made for space related services or tenant improvements not amortized in the rent.

Maintenance: The process of keeping a property in condition to perform its function efficiently is maintenance. Maintenance does not extend the useful life of the property or increase the value.

Market Survey: Bureaus/Offices conduct physical inspections of all properties or sites which have been offered for lease in response to an advertisement for space; this inspection is referred to as a market survey[78]. GSA performs virtual market surveys to determine the average shell rate cost per square foot within a specific geographic area. These average costs are used to determine new Occupancy Agreement shell rates.

Measurement of Space: DOI recognizes the BOMA International standard (ANZI/BOMA Z65.1-1996) definition for Office Area, which means the area where a tenant normally houses personnel and/or furniture. This measurement is computed as the usable square footage.

Memorandum of Agreement (MOA): An MOA is a document outlining an exchange of goods and services between two or more DOI bureaus/offices.

Memorandum of Understanding (MOU): An MOU is a document outlining an exchange of goods and services between two or more DOI bureaus/offices.

78 See the GSA Desk Pricing Guide, Page 3-16, for a chart of the elements in a market survey.

Moving Expenses: Whenever a bureau or office voluntarily relocates to new space, the bureau or office pays all costs of the relocation, including furniture, data, and telephone – the moving expenses. When a move is 'forced' by GSA, GSA pays moving expenses.

National Fire Protection Association (NFPA): The National Fire Protection Association provides and advocates a scientifically-based consensus of codes and standards, research, training, and education. NFPA serves as the world's leading advocate of fire prevention and is an authoritative source on public safety.

Negotiations: Negotiations encompass the discussions between the Leasing Contracting Officer and all potential offerors to provide an opportunity to make changes to their offer and to ensure that their offer is complete. This also includes discussions leading to a final offer.

Non-Cancelable Occupancy Agreement: When a bureau/office requests space that requires a high degree of specialized build-out, or is in an area which could not be readily backfilled by GSA, GSA may request that the bureau/office sign a non-cancelable Occupancy Agreement (waiver of the four-month space relinquishment right). The agreement states that if the bureau/office vacates part or all of the space prior to the expiration of the firm term of the Occupancy Agreement, the bureau/office retains the entire financial responsibility for the space until the end of the Occupancy Agreement. GSA typically reduces its PBS fee by 2 percent for space covered by non-cancelable agreements.

Novation Agreement: A novation agreement and accompanying supplemental lease agreement are executed when a change of property ownership occurs between the current Lessor and a new Lessor. Outright purchase, bankruptcy, or foreclosure is among the more common reasons for change of ownership. A warranty deed, a public trustee's deed, or whatever legal instrument that was used to transfer the property's ownership is necessary to initiate the novation process. The novation agreement is prepared in accordance with FAR 42.12. The novation document requires signatures from the current (old) and the new ownership. The supplemental lease agreement which actually accomplishes the novation is prepared in the name of the new ownership only.

Occupancy Agreement (OA): The formal written agreement between GSA and the bureau or office defining the financial terms and conditions for the occupancy of GSA-provided space. The agreement is signed by both parties. Monthly GSA Rent Bills should reflect the financial terms contained in the OA. Since April 2005, GSA is supposed to identify space assignments. Monthly GSA Rent Bills typically include an OA number and a CBR number.

Occupancy Date: The date when a bureau/office takes full occupancy of space.

Office Area: The area where a tenant (lessee) normally houses personnel and/or furniture, also called usable square feet.

Office of Acquisition and Property Management (PAM): The DOI office with responsibility for oversight of bureau/office space management policy and procedure.

Office of Management and Budget (OMB): The organization that reviews and grants budgetary authority to Federal organizations.

'Open' Office Space: 'Open' office space are building areas with no ceiling-high partitioning.

Operating Expenses: In direct leases, these are included in the base operating costs for a standard level of services for the government premises. These expenses can include such things as utilities, janitorial, snow removal, landscaping maintenance, insurance, etc. In GSA-provided space, the operating expenses are adjusted annually and passed through to the bureau or office.

Operating Lease: All leases that are not capitalized leases. (See Capital Leases.)

Outleasing: A contract for use of a site and/or building between the bureau/office and a private sector tenant.

Overtime Utilities: The cost of operating the building's services (HVAC, electrical, etc.) after the building's normal business hours. This cost is stated in the lease or Occupancy Agreements and is usually a cost per hour or per zone per floor and is paid as a lump sum.

Parking: Surface land, structures, or areas within structures designed and designated for purpose of parking vehicles.

PBS/GSA Fee: GSA charges a standard 8 percent fee[79] for lease acquisition services, property management services, tort liability, catastrophe, contract formation, and indemnification for agencies from the risks of vacancy (Four-Month Space Relinquishment Right). GSA typically reduces its PBS fee by 2 percent for space covered by non-cancelable agreements. The PBS Fee is only charged for GSA-provided commercially leased space; GSA-owned space does not pay a PBS Fee.

Price and Cost Analysis: Price Analysis is the process of evaluating the proposed total price (rent) without regard to individual cost elements or proposed profit. Cost Analysis is the review and evaluation of the separate elements and profit in an offeror's proposal.

Price Negotiation Memorandum (PNM): At the conclusion of negotiations, a synopsis of the principal elements of the price negotiation is prepared and maintained in the lease file. As a minimum, the PNM must contain the following information: Purpose of the negotiation; description of the acquisition, including the identifying solicitation number, the name, position, and organization of each person representing the contractor and the government in negotiations. The PNM is signed and dated by the contracting officer prior to award. In the event of a dispute after award, the PNM is considered the definitive source documenting the intent of all parties participating in negotiations. The PNM should clearly illustrate topics discussed, areas of disagreement, methods employed to reach consensus, and the final negotiated agreement.

Prior Year Adjustments: Prior year adjustments are corrections to rent billing errors or omissions for previous fiscal years. They are listed separately on monthly GSA rent bills.

Prospectus: 1) A detailed planning report prepared by GSA, in conjunction with the bureau/office, in order to obtain Congressional approval of any leasing action which has an annual rent, excluding service and utilities, as adjusted annually in accordance with 40 U.S.C.606(f). The DOI delegation

79 As of FY 2007.

of authority contains this condition. As a project of this magnitude could take in excess of five years, early planning is essential. 2) A document submitted to OMB and Congress to obtain authority to proceed with major leasing, construction, or repair and alteration projects. The DOI delegation of space leasing authority states that all prospectus level projects must be submitted to OMB for DOI by GSA.

Protest: When the private sector disagrees with a procurement element of the space acquisition, they file a complaint; this activity is called a protest.

Punch List: During the final space inspection, a list is made of all outstanding services/items which have not been provided, installed, or finished. The detailed list of deficiencies is provided to the Lessor and states a final date for the resolution of all outstanding items. The government is not obligated to occupy the space until all deficiencies are satisfactorily resolved. When obtaining GSA-provided space, GSA will complete the punch list prior to the bureau/office moving into the space; bureau/office employees are permitted to attend the physical review of the punch list and assist GSA.

Real Estate Taxes: The locally assessed tax cost that is adjusted in lease agreements, or Occupancy Agreements, annually and passed through to the bureau/office in accordance with the percentage of bureau/office occupancy.

Real Property: Land together with the permanent improvements (buildings, structures, and site improvements), located thereon.

Reimbursable Agreement or Reimbursable Services Agreement (RSA): This is an arrangement between two DOI organizations that includes funding.

Reimbursable Work Authorization: The Reimbursable Work Authorization is the authorization document that bureaus/offices use to transmit a lump sum payment to GSA for above-standard items, alterations, and/or overtime services.

Renewal Option: A negotiated lease provision which allows the government to continue leasing space at a particular location given a specific prior written notification. The most important element of the renewal option is the date the renewal option must be exercised.

Rent: The cost charged by a Lessor or GSA for space and related services to bureaus/offices with tenancy in leased or GSA-provided space.

Rent Appeal: Bureaus/offices have both an informal and formal process to appeal Rents or challenge assignment elements (building-level classifications, space measurement, building-specific security charges, and service levels) that have bearing upon Rent numbers. Appeals are governed by the following conditions:

- Rates to which a bureau/office agreed in an OA cannot be appealed.
- Leased Space. Underlying lease contract cannot be appealed. Additional services outside the lease, procured by PBS and passed through to the customer agency, such as utility charges or custodial services also cannot be appealed.

- Federally Owned Space. Appeals of shell Rents are valid only if the shell Rent assessed by PBS exceeds the comparable commercial square foot rate by at least 20 percent[80].

Rent Bill (OA Billing) Adjustments: These are adjustments made to the bureau/office rent bills for corrections, unique circumstances, or errors to the calculations of space provided.

Rentable Square Feet: Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space usually includes a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts[81].

Rentable/Usable (R/U) Ratio and Common Area Factor: Refers to the conversion factor that, when applied to usable area, gives the rentable area of the space. This is normally determined by the building owner and/or GSA.

Request for Space, Standard Form 81: The written space requirement from a bureau/office, indicating the amount, type, location, and configuration of space needed.

Security Charge: A security charge is assessed in all GSA-provided properties, both commercially leased by GSA and GSA-owned, where the Federal Protective Service[82] (FPS) provides security services. The annual rate is developed by FPS and approved by the Office of Management and Budget on a per square foot basis.

Security Work Authorization (SWA): The Security Work Authorization is a document that works the same as the Reimbursable Work Authorization (RWA). The SWA is used to pay the FPS for security services and systems. Refer to Appendix C for a sample SWA.

Service First: A concept with the goals to achieve dramatic increases in Customer Service, Operational Efficiency, and Quality of Resource Stewardship. To accomplish these goals, reliance is made on combined strengths. The bureaus/offices are to be partners in providing better and more convenient service and to share resources for more cost-effective delivery of services. Exercising this authority requires special, specific legislative authority. BLM, NPS, FWS, and the U.S. Department of Agriculture, Forest Service are authorized to conduct business under Service First.

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80 It is the bureau's/office's responsibility to provide evidence from at least three comparable locations, demonstrating that the market value differs from the assessed charge. These comparable locations must be for space in similar sized blocks and for transactions completed at a similar point in time to the shell rent determination.

81 Presently all GSA Public Buildings Service Bills for Space and Services are calculated in rentable square feet; therefore in order to determine the BOMA usable square feet of the space, a calculation is required. Since each building has a unique conversion factor (Rentable/Usable (R/U) ratio) the GSA rental billing gives the conversion factor necessary for the space calculation and/or the amount of Common Space that is included in the rentable square footage.

82 The FPS was a part of GSA, but is now a part of the Department of Homeland Security. GSA is enabling the DHS to access space records to prepare separate billings, which GSA is presenting to the organizations via Rent-On-the-Web.

agreement and any supplemental lease agreements and includes but is not limited to: the amount of space covered, the date and length of the lease term, the amount of rental payments, Supplemental Lease Agreements, termination rights, if any, and renewal terms if any. It is also known as Statement of Lease.

Substantial Completion: This means that the work, the space, and all other things necessary for the government's access to the premises and occupancy, possession, use and enjoyment, as provided in the lease, have been completed or obtained, excepting only minor matters.

Succeeding Lease: A succeeding lease is used for continued occupancy of space under an expiring direct lease agreement. A new direct lease for the same location is completed upon the expiration of the old direct lease.

Superseding Lease: When the requirements of a bureau/office make it necessary to negotiate numerous or substantial changes to an existing direct lease, consideration should be given to negotiating a superseding direct lease that would replace the existing direct lease. One of the terms of a superseding direct lease is the termination by mutual agreement of the prior or original direct lease.

Sustainability: This is the condition of being able to meet the need of present generations without compromising needs of future generations. To be truly sustainable, a community must not decrease biodiversity, consume resources faster than they are renewed, must recycle and reuse all materials, and rely primarily on resources of its region. A renewable resource is a product that can be grown or naturally replenished at a rate that exceeds human depletion of the resource.

Swing Space: Space that a bureau/office occupies temporarily, usually while its long-term leased space is rehabilitated or modernized.

Tenant Improvement Allowance:

- General: The tenant general component is a dollar amount per square foot set to cover the cost of a typical percentage of normal office space finish components, such as doors, partitions, carpeting, electrical and telecommunications outlets (often known as standard "work letter' items). This allowance is set nationally by GSA, adjusted annually, and indexed to local construction costs.
- Customized: The tenant customized component is set nationally by GSA, adjusted annually, and indexed to local construction costs. It varies, however, according to the particular bureau or office for which space is being provided. The intent of this component is to cover special items, preparation, or finishes which are not typical to all office space, and are necessary to customize the space for that particular tenant. Each bureau/office customization allowance is based on the average mix of space types throughout their entire occupancy in GSA's inventory.

Uniform Federal Accessibility Standards (UFAS): Uniform Federal Accessibility Standards are handicapped accessibility standards that all space throughout a building must meet. See also Americans with Disabilities Act (ADA). For further information on the UFAS, see http://www.access-board.gov/ufas/ufas-html/ufas.htm.

Solicitation for Offers (SFO): A Solicitation for Offers is a document used by the bureau/office to solicit for space; which includes organization requirements and minimum standards; applicable Federal laws and regulations; level of required services

Shell Rate: The shell rate is the portion of the overall rent being paid by GSA to the Lessor which is attributable to the unfinished shell and structure of the space before being built out for particular tenant needs. This includes the ceiling, demising walls, and floor, as well as the access and service capabilities needed to get into and occupy the space. The shell rate also includes overhead lighting and both vertical and horizontal HVAC ducting and piping, but not internal subdividing walls, wall or floor finishes, or the cost of electricity. The term "warm lit shell" is often used to describe the elements composing the shell rate as it will be used by GSA. General purpose, warehouse, and parking are the three types of space that are charged shell rates on the GSA rent bill.

The shell rate is derived by subtraction; after services (including taxes) and tenant improvement amortization are deducted from GSA's overall cost for the space, the remainder is the shell rate.

Source Selection: A summary evaluation report that is prepared by the Contracting Officer showing the reason for the selection.

Space Budget Justification: See Exhibit 54 in Appendix T.

Space Coordination Office (SCO): The SCO is located in the Office of Acquisition and Property Management (PAM). The SCO develops space management policy and guidance, oversees management and technical policy requirements, and resolves space policy issues; reviews 5-Year Space Management Plans and major space proposals; monitors bureau portfolios to identify opportunities for consolidation, relocation and collocation and make recommendations for decisions; and reviews DOI and bureau OMB Circular A-11, Space Budget Justification, Exhibit 54, submissions, and business cases for major investments.

Space Planning: The process of using recognized professional techniques of programming, planning, layout, and interior design to determine the best internal location and the most efficient configuration for satisfying bureau/office space needs.

Space Requirements: A summary statement of a bureau's/office's space needs. These requirements will generally include information about location, square footage, construction requirements, and duration of the bureau's/office's space needs.

Special-Purpose Space: Special purpose space includes courtrooms, meeting rooms, library stacks, laboratory space, etc.

Specifications: Written instructions to the builder that contain all necessary information pertaining to dimensions, materials, workmanship, style, fabrication, colors, and finishes.

Statement of Fact: A Statement of Fact provides a chronological history of the lease. It is prepared by the Contracting Officer when the Lessor requests an estoppel, i.e., a legal rule preventing someone from starting a position inconsistent with one previously stated, especially when the earlier representation has been relied upon by others. The Statement of Fact recites the terms of the lease

Unique Property: A limited-market property with a unique physical design, special construction materials, or a layout that restricts its utility to the use for which it was built.

Unique Space: Space that is built for a unique program. Some examples of unique space are border stations or bird sanctuaries.

Urban Area: Any Metropolitan Area (MA) as defined by the Office of Management and Budget (OMB) in OMB Bulletin 95-04, dated June 30, 1995, and any non-MA that meets one of the following criteria:

- A geographical area within the jurisdiction of any incorporated city, town, borough, village, or other unit of general local government, except county or parish, having a population of 10,000 or more inhabitants.
- That portion of the geographical area within the jurisdiction of any county, town, township, or similar governmental entity which contains no incorporated unit of general local government, but has a population density equal to or exceeding 1,500 inhabitants per square mile; or
- That portion of any geographical area having a population density equal to or exceeding 1,500 inhabitants per square mile and situated adjacent to the boundary of any incorporated unit of general local government which has a population of 10,000 or more inhabitants. (Reference: Intergovernmental Cooperation Act of 1968, 40 U.S.C. Sec. 535.)

Usable Square Feet (BOMA Standard): This number is computed by measuring the area enclosed by the finished surface of the room side of the corridors (corridors in place as well as those required by local codes and ordinances to prove an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, and the center of tenant-separating partitions. Building common areas are considered to be part of floor usable area. No deduction is made for columns and projections necessary to the building. Where alcoves, recessed entrances, or similar deviation from the corridor are present, BOMA Usable Square Feet is computed as if the deviation were not present.[83]

Utilization: Utilization is the manner and the degree of efficiency with which GSA-provided, Government-owned and direct leased facilities are occupied.

Utilization Rate (UR): Per Department of Interior memorandum, "Space Management Utilization Guidelines", dated November 28, 2003, the utilization rate is a space efficiency index derived by dividing the personnel housed into the BOMA usable square feet[84].

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83 Over the years the term "occupiable square feet", "net usable square feet", "usable square feet", and most recently "ANSI/BOMA Office Area" have been used in leases, these terms are essentially the same as BOMA usable square feet.

84 The UR for office space is determined by dividing the total BOMA usable square feet of office space by the total full time, part-time, seasonal, contract and volunteer employees. The maximum overall utilization rate for all DOI agencies is 200 BOMA usable square feet per person. The 200 BOMA usable square feet per person includes all individual and shared space such as work stations, circulation, storage, conference space, and private offices. Exclusions may include warehouses and special purpose space such as libraries, laboratories and evidence rooms.

Warehouse Space: Space which is contained in a structure primarily intended for the housing of files, records, equipment, or other personal property, and is not intended for housing personnel and office operations.

REQUEST FOR SPACE (See instructions on reverse)	1. DATE	2. AGENCY REQUEST NO.	3. LOCAL AGENCY CONTACT (Name)	PHONE NO.	4. AGENCY MARKET SURVEY REPRESENTATIVE (Name)	PHONE NO.

5. TO: GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE
NO., STREET
CITY & STATE
ZIP CODE

6. FROM:
AGENCY
NO., STREET
CITY & STATE
ZIP CODE

7. FOR:
AGENCY
ADDRESS
ZIP CODE
BUREAU CODE

8. TYPE OF REQUEST
☐ INITIAL
☐ EXPANSION
☐ CONTINUING REQUIREMENTS
☐ REDUCTION

9a. GEOGRAPHIC SERVICE AREA

9b. DELINEATED AREA

10. TERM OF OCCUPANCY
FROM (mo. & yr.)
TO (mo. & yr.)

NO. OF YEARS FIRM TERM

11. TOTAL NO. OF PERSONNEL TO BE HOUSED

12. SPACE REQUIREMENTS

		TYPE OF SPACE	NO. OF PERSONNEL	SQ. FT. PER PERSON	SQ. FT.	TOTALS
OFFICE	a.	PRIMARY OFFICE AREA				
		OFFICE SUPPORT AREA		▶		
		OFFICE SPACE SUBTOTAL			▶	
STORAGE	b.	ST 1 GENERAL STORAGE				
	c.	ST 2 WAREHOUSE STORAGE				
	d.	STORAGE SUBTOTAL (Lines b, c)			▶	
SPECIAL	e.	SP 1 LABORATORY & CLINIC				
	f.	SP 2 FOOD SERVICE AREA				
	g.	SP 3 STRUCTURALLY CHANGED				
	h.	SP 4 AUTOMATED DATA PROCESSING				
	i.	SP 5 CONFERENCE & TRAINING				
	j.	SP 6 LIGHT INDUSTRIAL				
	k.	SP 7 QUARTERS/RESIDENTIAL HOUSING				
	l.	SPECIAL SUBTOTAL (Lines e-k)			▶	
	m.	TOTAL SPACE REQUIRED (Lines a, d, & l)			▶	
	n.	OPEN LAND (Total acres)			▶	
	o.	ST 2 INSIDE PARKING (No. of spaces)				
	p.	OUTSIDE PARKING (No. of spaces)				
	q.	TOTAL PARKING SPACES (Lines o, p)			▶	

13. SPECIAL REQUIREMENTS AND SERVICES (see attached)
☐ ATTACHMENT(S)

14. AGENCY CERTIFICATION
I certify that this request is accurate and complete; is for the minimum amount of space required; is in compliance with FPMR 101-17, including all laws and executive orders governing the location of space; and that funds are available for payment of rent, moving expenses, telecommunication expenses, and any related reimbursable costs.

SIGNATURE	PHONE NO.	DATE

PRINT NAME AND TITLE

15. FOR GSA USE ONLY
(Action by Authorized GSA Official)

	GOV'T CONTROLLED SPACE TO BE ASSIGNED
	NO GOV'T SPACE AVAILABLE LEASING ACTION PLANNED
	UNIQUE AGENCY SPACE DETERMINED - SEE ATTACHED
	AGENCY AUTHORIZED TO ACQUIRE SPACE UNDER ITS OWN AUTHORITY
	COMMENTS ATTACHED

SIGNATURE OF AUTHORIZED GSA OFFICIAL	PRINT NAME AND TITLE
SPACE REQUEST NO.	DATE RECEIVED
NAME OF GSA REGIONAL CONTACT	PHONE NO.

GENERAL SERVICES ADMINISTRATION

STANDARD FORM 81 (REV. 2-89)
Prescribed by GSA-FPMR (41 CFR) 101-17

REQUEST FOR SPACE – SF-81 APPENDIX A

INSTRUCTIONS

Submitting the SF-81

Submit the SF-81 in triplicate, accompanied by a completed SF-81A, Space Requirements Worksheet, Space Requirements Questionnaire and any additional documentation to fully support the agency's space needs. Failure to provide complete and accurate information will delay processing and may result in return of the SF-81 for correction, update, and resubmission.

The SF-81 must be submitted by the office which has authority to obligate funds to reimburse GSA for all applicable costs associated with the delivery of space. Agency field components which do not have delegated authority to obligate funds must coordinate submission and approval of the SF-81 with offices which have this authority. A GSA Form 2957, Reimbursable Work Authorization, should be submitted when applicable.

Item 1. Date form is prepared.

Item 2. Agency established request number.

Item 3. Name and phone number of the local agency official who is knowledgeable of the request and will serve as the agency's point of contact for this project.

Item 4. Name and phone number of agency representative who will work with GSA if a market survey is conducted. This individual must have the authority to determine acceptability of the building and/or sites and their location.

Item 5. GSA regional office which has jurisdiction for geographical area where space is required.

Item 6. Name and address of organization making the request.

Item 7. Name of agency, and bureau code of the organization which will occupy the space (e.g., regional office, district office, field office) if different than information provided in block 6. City and state where the space is requested.

Item 8. Type of request. Initial: A request for new space that is not associated with an existing assignment. Expansion: A request for additional space associated with an existing assignment. Continuing requirements: A space action required for a lease renewal, succeeding lease, lease extension or move. Reduction: A space action that requires regional Real Estate Division effort to effect the partial or total termination of an assignment.

Items 9a. and 9b. Geographic/Delineated area that the agency will service. The geographic area (State, city, county, zip code, etc.) for which an agency/bureau has operational responsibility as well as the specific delineated area as identified and justified by the requesting agency. GSA review of the delineated area shall be limited to ensuring that the delineated area will provide adequate competition and the maximum use of existing Government controlled space (see Item 14 Agency Certification).

Item 10. Period of time the organization will use the space and the suggested number of years for a firm term period. This time period must be representative of the longest period for which the agency can commit. "Indefinite" and "ASAP" are not acceptable responses.

Item 11. Total number of personnel to occupy the requested space. ("Personnel" means the peak number of persons to be housed, regardless of how many workstations are provided for them. In addition to permanent employees of the agency, personnel includes temporaries, part-time, seasonal, contractual employees and budgeted vacancies.)

Item 12. This portion of the SF-81 is used to identify agency's square footage requirements by type of space. All information should be supported by a detailed explanation on the Space Requirements Questionnaire and SF-81A.

Item 12, line a. This line identifies the Office Space Subtotal. The Office Space Subtotal is determined by entering the amount of space required for the primary office area and adding this to the amount required for the office support area. "Primary Office Area" is the primary people occupied area in which an activity's normal operational functions are performed.

"Office Support Area" refers to the areas constructed as office space and used to meet needs outside the agency's primary work area requirements (e.g., reception, conference, file, libraries, hearing, interview, and secondary work area). Office support areas should be clearly identified on the attached SF-81A and Space Requirements Questionnaire.

Item 12, lines b, c. Amount of general and warehouse storage space required. (See Item 12, line o for ST 2 inside parking).

Item 12, line d. Total amount of storage space required (Add lines b and c).

Item 12, lines e-k. Amount of special space required.

Item 12, line l. Total amount of special space required (Add lines e through k).

Item 12, line m. Total amount of Office, Storage and Special space required. (Add lines a, d, and l).

Item 12, line n. Total acres needed. For amounts less than 1 acre, 1 acre equals 43,560 square feet.

Item 12, line o, p. Agency's inside and outside parking requirement. Certification that the parking is necessary for the efficient operation of the agency mission is required. One parking space equals 300 square feet. Please indicate the number of spaces.

Item 12, line q. Total parking spaces required. (Add lines o and p).

Item 13. This item refers to the specific architectural, mechanical, electrical, structural, and other special requirements related to each of the types of space requested in Item 12. These include security; electrical; HVAC; floor loading; sound conditioning; fire and safety; and the need for after hours building access, utilities, and cleaning services. Such requirements must be fully defined by area, including computer rooms, laboratories, conference rooms, etc. These requirements must be specified in detail on the Space Requirements Questionnaire and SF-81A. Check box in Item 13 to indicate if this information is attached.

Agency Certification

Item 14. The certification must be signed by an authorized agency official.

Item 15. GSA will evaluate the request in terms of the space available in its inventory and determine the appropriate action. If GSA determines that space requested is unique agency space, GSA will take no action until the agency has concurred with that designation. GSA will assign a space request number which will be used to track the request until it is satisfied.

Name and phone number of the GSA regional official who is knowledgeable of the request and will serve as GSA's point of contact.

REQUEST FOR SPACE – SF-81 APPENDIX A

Justification for New or Expanded Space

This template is to be used to request any adjustments to the existing inventory of space, as required by 425 DM, Exhibit A. If approved, the space proposal will be included in the Bureau or Office multi-year plan and reported to the Department.

Section 1: Space Request Overview

BASIC INFORMATION:

Bureau/Office:

Unit:

Region (or equivalent):

Location of mission requirement (city, town or delineated area):

Size of request (in BOMA usable square feet):

Length of lease required (in years):

Estimated cost:

Utilization Rate (as applicable):

BASIC QUESTIONS:

1. How does this request impact your multi-year plan?

2. Is this an expansion?

3. Is this a new program?

4. How does it further mission?

5. Fully funded or partially funded (existing resources or new funding)?

6. How does this affect current collocations and other impacts?

7. Have you included your subject matter experts in the planning and decision-making process such as budget, human resources, contracting, facilities and property management, legal, safety, health and environmental, security, information technology, and telecommunications?

8. Funding account number:

Section 2: Outline Justification for New or Expanded Space

Requests for new or expanded space must be accompanied by a written justification, forwarded through the regional, or equivalent, level, containing at least the following information (Some of the questions may seem redundant, but are there to provide further details on critical areas of the request):

1. What are you going to do in this space? Why? (Operation, number of people {permanent, temporary, seasonals, contractors} etc.)

2. What new or existing program does this requirement support?

3. If this is a new program, what is the proposed timetable for hiring and operations?

4. If there is a significant storage or other special requirement, please explain.

5. If this is an existing program, how is it being provided with office, storage and/or support space until new space is procured? In what respects is the present space no longer suitable?

6. If this is an existing program, what are the plans to re-use or return the current space?

7. If this program is in an existing leased or federally owned facility, please provide a comparison of square footages, costs and personnel to be housed.

8. What provisions have been made for funding, either at the unit/region level or through FFS or equivalent?

9. Would alternative locations suit your needs?

10. Are there collocation or other opportunities in the area?

Section 3: Approvals and Reporting Requirements (refer to 425 DM, Exhibit A)

Approvals and reporting that may be required by:

__ Departmental Space Coordination Office

__ Bureau Investment Review Board(s)

__ Bureau Senior Asset Management Officer

__ Bureau Director

__ Asset Management Team

__ Departmental Senior Real Property Officer

__ General Services Administration

Notes:

1. Changes in portfolio data must be entered into the Federal Real Property Profile and bureau/office 5-Year Space Management Plan.
2. Additional space acquisition guidance is provided in the Space Management Handbook for GSA-provided, DOI Direct-leased and DOI-owned Space.

SECURITY WORK AUTHORIZATION	1. DATE OF REQUEST	2. SWA AGREEMENT NUMBER *(FPS Use only)*

3A. NAME OF AGENCY				4. WORK SITE (Primary worksite)
3B. AGENCY/CUSTOMER BPN/DUNS NUMBER				
3C. AGENCY/CUSTOMER ORDER NUMBER				
5A. AGENCY CONTACT NAME				
5B. CONTACT'S TELEPHONE NO.	AREA CODE	PHONE NUMBER	EXT.	5E. CONTACT ADDRESS
5C. CONTACT'S E-MAIL				
5D. CONTACT'S FAX NUMBER	AREA CODE	PHONE NUMBER		
6. DESCRIPTION OF REQUESTED WORK:				

CHECK AS APPROPRIATE	7. REQUESTED WORK DATES	8. AGENCY BOAC CODE
☐ 9. Plans Attached	A. START	
☐ 10. Modification	B. COMPLETION	11A. AGENCY FINANCE BILLING ADDRESS
12A. BILLING TYPE / 12B. BILLING TERMS	13. AGENCY CERTIFIED AMT	11B. STREET ADDRESS
14A. AGENCY LOCATION CODE / 14B. FISCAL STATION NUMBER (DOD ONLY)	14C. REQUISITION ID #	
14D. FUND CODE /TREAS SYM		11C. CITY / 11D. STATE / 11E. ZIP CODE
14E. AGENCY ACCOUNTING DATA: (LIMITED TO 130 CHARACTERS	14F. AGENCY FUND YEAR:	15A. CREDIT CARD NUMBER / 15B. EXP. DATE
		15C. TYPE OF CARD / 15D. CARD HOLDER'S NAME
16A. CERTIFYING OFFICIAL'S SIGNATURE	16B. DATE	17. CERTIFYING OFFICIAL'S PHONE NUMBER
16C. NAME OF SIGNER *(Type or Print)*		AREA CODE / PHONE NUMBER / EXT

FOR FEDERAL PROTECTIVE SERVICE USE ONLY

18. BRIEF PROJECT DESCRIPTION (LIMITED TO 25 CHARACTERS)	19. FFMS BUDGET PROJECT	20. STAR TASK CODE

21. Action (Check One) ☐ NEW ☐ CHANGE ☐ DELETE ☐ COMPLETE

22A. ORGANIZATION CODE	22B. BUILDING NUMBER	22C. PROGRAM ELEMENT	22D. O/C	22E.TOTAL
			22F. GRAND TOTAL	

23A. FPS APPROVING OFFICIAL'S SIGNATURE	23B. DATE	23C. TELEPHONE NUMBER		
		AREA CODE	NUMBER	EXT
23D. E-MAIL ADDRESS:				
23E. SIGNER'S NAME *(Type or Print)*	23F. SELLER/FPS BPN/DUNS NUMBER			

24A. CERTIFICATE OF COMPLETION SIGNATURE	24B. SIGNER'S NAME *(Type or Print)*	24C. COMPLETION DATE

Federal Protective Service[1] **FPS 57 (T)**

[1] Electronic version can be found at http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/BlankSWA_Form_R2-x27-b_0Z5RDZ-i34K-pR.doc

KEEP A COPY FOR YOUR RECORDS AND FORWARD ONE COPY TO YOUR OBLIGATING/PAYING OFFICE

Instructions For SWA Form

1. Enter date of work request.
2. **For FPS Use Only.** Enter Security Work Authorization Number.

3A. Enter Requesting Agency Name.

3B. Enter Agency/ Customer BPN / DUNS number; for military agencies, this is the DODAAC number.

3C. **For Ordering Agency Use Only.** Enter Agency / Customer Order Number; references this purchase. For example, it is the agency internal control number.

4. Enter location where work is to be performed.

5a-e. Enter information regarding the agency's representative responsible for the project (Agency contact name, telephone number, address, fax number, E-mail address). Representative must have authority to make decisions regarding the project.

6. Enter a concise statement of work to be done, including location where work is to be performed.

7a-b. Enter agreed upon project start and completion dates.

8. Enter receiving agency BOAC code.
9. Check if agency plans are attached.
10. Check if submittal is a modification to an existing SWA.

11a-e. Enter the appropriate billing address information.

12a. Enter billing type: I = Interfund, C = Credit Card, P = Pre-paid, O = IPAC/IGOTS

12b. Enter billing terms: A = Advance, M = Monthly, Q = Quarterly.

13. Enter the total dollar amount approved for funding.

14a. Enter the eight (8) -character agency location codes. (Treasury Pay-station Designator);

14b. **For DOD ONLY** - Enter the Fiscal Station Symbol

14c. **Mandatory for Internal Revenue Service Customers;** optional for all others. Enter the appropriate agency requisition ID number.

14d. **Mandatory for IPAC**. Effective 10/1/03, all IPAC billings require a Treasury Account Symbol. If FPS Interfund customer, please enter Fund Code.

14e. Enter agency accounting information (Limited to 130 characters).

14f. Enter fiscal year of agency funds

15a. Enter credit card number or phone the appropriate FPS official with this information.

15b. Enter expiration date

15c. Enter the type of credit card.

15d. Enter Credit Card Holder's name.

16a-c. Enter signature, name and date of authorized agency representative, certifying the validity of the order and the availability of funds.

17. Enter the certifying official's phone number.

For FPS use only

18. Enter a brief project description (Limited to 25 characters)
19. Enter Budget Project Code to be used in FFMS ACCS.
20. Enter STAR task code to be used for T&A system.
21. Check the appropriate action block.
22. Enter the organization code, building number, program element, object class, and dollar amount.

23a-f. Enter the signature, name, date, e-mail address, and telephone number of the FPS Approving Official and FPS BPN/DUNS number.

24.a-c. Enter the certificate of completion signature, certifying name, and completion date.

ATTACHMENT – FOR MULTIPLE BUILDINGS/MULTIPLE FUNCTION

Organization Code	Building Code	PROGRAM ELEMENT	O/C	Total

APPENDIX D

Sustainability and Greening

On January 24, 2006, the Department of the Interior (DOI) signed the Federal Leadership in High Performance and Sustainable Buildings Memorandum of Understanding (MOU) to commit to Federal leadership in implementing common strategies for planning, acquiring, siting, designing, building, operating, and maintaining high performance and sustainable buildings. Twenty-one agencies signed the MOU that establishes these principles:

- Employ integrated design principles;
- Optimize energy performance;
- Protect and conserve water;
- Enhance indoor environmental quality; and
- Reduce environmental impact of materials.

These sustainable guiding principles will help DOI achieve the MOU goals:

- **Reduce** the total ownership cost of facilities;
- **Improve** energy efficiency and water conservation;
- **Provide** safe, healthy, and productive built environments; and
- **Promote** sustainable environmental stewardship

Sustainable construction is defined as "the creation and responsible management of a healthy built environment based on resource efficient and ecological principles." The objective of sustainably-designed buildings is to lessen the impact on the environment through energy and resource efficiency. At the same time, sustainable design should be integrated as seamlessly as possible into the existing design and construction process including new construction, repairs and alterations, and lease construction.

When acquiring new space, incorporate the Guiding Principles for High Performance and Sustainable Buildings into all new facilities. To the extent possible, the same consideration should be given to space leased in existing buildings or facilities and in owned assets. The General Services Administration (GSA) is committed to creating superior workplaces that reduce negative impacts on the environment, while enhancing the health and comfort of the building occupants. Because GSA is committed to incorporating sustainable design features in its buildings and facilities[1], DOI-occupied GSA-Provided buildings will meet sustainability criteria to the extent possible. This is

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[1]To learn more about GSA's sustainable design program and its services, see www.gsa.gov/sustainabledesign.

consistent with DOI sustainable design objectives and will help achieve its sustainability goals.

DOI Solicitation for Offers for space acquisition should include provisions for energy efficiency and sustainable design. Use leasing clauses that address construction waste management, salvaged or re-used building material, recycled content products, indoor air quality during and after construction, environmentally preferable products, and requirements to lessen harmful effects on the environment.

Protecting and improving indoor air quality is one of the most important sustainable efforts. Energy conservation is improved by the installation of new ASHRAE-compliant HVAC systems that allow occupants to regulate the temperature and air flow in each office or occupiable area. Purchasing electricity from producers of renewable power should be explored in future space planning.

Measuring Sustainability

Four levels of certification - initial baseline certification, silver, gold, and platinum are attainable, each requiring achievement of additional standards. To obtain certification, the U.S. Green Building Council (USGBC) must review and approve each prerequisite and standard. Recertification, a measure and verification of sustainability over the performance period of one to five years, allows building owners to track progress and identify strategies for addressing deficiencies.

GSA utilizes the Leadership in Energy and Environmental Design (LEED) Green Building Rating System design criteria to help apply principles of sustainable design and development to facilities projects. Using LEED ensures that sustainable strategies are considered in the development of Public Buildings Service building projects. LEED also serves as a means of evaluating and measuring our green building achievements. Since FY 2003, all new GSA building projects require certification through the LEED Green Building Rating System and encourage a Silver LEED rating. DOI supports this initiative for all occupied space, whether owned, leased, or GSA-Provided.

Greening

Policy objectives include reducing resource consumption, through the incorporation of a portfolio-centered life cycle cost approach to the Department's space management program, the promotion of collocation whenever and wherever feasible, and the improved controls (governance, accountability) of space policy at the bureau/office level. Worker satisfaction, health, and productivity will be improved by incorporating sustainable design, operations and maintenance into our space management program, measures that also further the Department's natural resource stewardship responsibilities.

Energy Efficient Management and Sustainable Design, Construction, Operations and Maintenance of Space

Integrated Programming and Planning. Energy efficient management and sustainability will be part of integrated programming and project planning with respect to space management activities addressed by this appendix, resulting in the development of multidisciplinary teams and the selection of contractors and property with qualifications in these areas. These efforts will emphasize:

- energy- and water-efficient design and fixtures;
- use of low emitting materials and practices protective of indoor air quality;
- use of resource-efficient and environmentally preferable products (including recycled-content and biobased-content products);
- waste minimization and recycling;
- green cleaning and other environmentally-optimized operational and maintenance practices.

These practices will be pursued without significantly impacting cost and aggressively pursued where life-cycle cost-effective, realizing that such an approach requires making some compromises and trade-offs.

Direct Leases. Bureaus will seek to acquire space preferentially in buildings that have the ENERGY STAR building label and/or certification by the USGBC, as part of their selection criteria, and incorporate "green clauses" into their direct leases. The DOI Space Coordination Office will develop model green lease clauses to be used for all new direct leases of 10,000 sq. ft. or more, including a requirement that the space or building be capable of certification under USGBC's Leadership in Energy and Environmental Design for Existing Buildings (LEED-EB). Build to suit (or build-out) lease solicitations will require sustainable and energy efficiency design, capable of certification under LEED for New Construction (LEED-NC). (Refer to web sites www.usgbc.org and http://www.eere.energy.gov/EE/buildings.html)

DOI-owned and DOI-managed space. On December 31, 2006, bureaus/offices were required to integrate energy-efficient and sustainable features into the planning, design, construction, operations and management of occupied space, in a manner capable of certification according to the most applicable LEED rating system standard (e.g., New Construction, Existing Buildings, or Homes) and all bureau/office personnel responsible for design and construction will become LEED-accredited professionals. New construction projects, if not certified by USGBC, will undergo an internal self-accreditation review.

United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

TAKE PRIDE IN AMERICA

NOV 28 2003

Memorandum

To: Heads of Bureaus and Offices

From: Debra E. Sonderman, Director Debra E. Sonderman
Office of Acquisition and Property Management

Subject: **Space Management Utilization Guidance**

With space/leasing costs rising, the assignment and utilization of space has become an area of increased management focus. The General Services Administration's (GSA) Federal Management Regulations on Real Property Policies, 41 CFR 102, published January 18, 2001, provide broad guidance on assignment and utilization of space. Following are space/leasing requirements for bureaus and offices as related to the above referenced regulations.

Departmental bureaus and offices are required to provide a quality workplace environment that supports program operations and preserves the value of real property assets. Bureaus and offices are required to promote maximum utilization of Federal workspace, consistent with the mission requirements, to maximize its value to the government. Bureaus and offices must provide assignment and utilization services that will maximize the value of Federal real property resources and improve the productivity of the people who work there.

In these times of austere budgets, bureaus and offices must promote the optimum use of space for each assignment at the minimum cost to the government. Space should be assigned based on local market conditions, available vacant space, statutes and regulations, principles of professional space management, and mission requirements. Space requirements based on pay grade or maximum area per person are no longer mandated by Federal regulations or stipulated or recommended by GSA. An appropriate threshold when acquiring new or additional leased space, or when planning office space in owned facilities, is 200 useable square feet per person, including all individual and shared space such as workstations, circulation, storage, and conference rooms. Exclusions may include warehouses and special purpose space including but not limited to bureau libraries, laboratories, and evidence rooms. Allotment of space among the different uses is flexible.

Minimizing the use of private offices and maximizing efforts for co-location with other Interior bureaus and Federal agencies should be emphasized.

Please call me on (202) 208-6352 if you have questions. Your staff may contact John Moresko of my staff on (202) 208-5704 for further information.

cc: Nina Hatfield, Deputy Assistant Secretary, Budget and Finance
Bob Doyle, Deputy Director, USGS, Space Management Initiative Sponsor
Assistant Directors for Administration
Mike Cyr, Space Management Initiative Manager
Space Coordination Council

REIMBURSABLE WORK AUTHORIZATION	1. DATE OF REQUEST	2. RWA/INTERAGENCY AGREEMENT NUMBER / *(GSA Use only)*

3A. AGENCY/CUSTOMER BPN/DUNS NUMBER

3B. AGENCY/CUSTOMER ORDER NUMBER

4. WORK SITE

5. NAME OF AGENCY

6A. AGENCY CONTACT NAME

6B. CONTACT'S TELEPHONE NO.	AREA CODE	PHONE NUMBER	EXT.

6C. CONTACT'S E-MAIL

6D. CONTACT'S FAX NUMBER	AREA CODE	PHONE NUMBER

6E. CONTACT ADDRESS

7. DESCRIPTION OF REQUESTED WORK:

CHECK AS APPROPRIATE		11. REQUESTED WORK DATES	14A. FED CODE	14B. BUREAU CODE
☐ 8. Plans Attached		A. START		
☐ 9. Modification		B. COMPLETION	15A. AGENCY FINANCE BILLING ADDRESS	
10A. BILLING TYPE	10B BILLING TERMS	12. AGENCY CERTIFIED AMT	15B. STREET ADDRESS	

13A. AGENCY LOCATION CODE	13B.FISCAL STATION NUMBER (DOD ONLY)	13C.REQUISITION ID #
13D. FUND CODE /TREAS SYM		

15C. CITY	15D. STATE	15E. ZIP CODE

13E. AGENCY ACCOUNTING DATA: (LIMITED TO 130 CHARACTERS)	13F. AGENCY FUND YEAR:

17A. CREDIT CARD NUMBER	17B. EXP. DATE
17C. TYPE OF CARD	17D. CARD HOLDER'S NAME

16A. CERTIFYING OFFICIAL'S SIGNATURE	16B. DATE

16C. NAME OF SIGNER *(Type or Print)*

18. CERTIFYING OFFICIAL'S PHONE NUMBER

AREA CODE	PHONE NUMBER	EXT

GSA INTERNAL CUSTOMER OR INTERFUND CUSTOMER ONLY

19. PEGASYS DOCUMENT NO

20. PEGASYS ACCOUNTING LINE NUMBER

GSA will bill in accordance with FPMR Part 101-21.604(e)

FOR GENERAL SERVICES ADMINISTRATION PBS USE ONLY

21. PROJECT NO.	22A. ORGANIZATION CODE	22B. B/A CODE	22C. BOAC CODE	22D. CORRES. SYMBOL

23. BRIEF PROJECT DESCRIPTION (LIMITED TO 25 CHARACTERS)

24. Action (Check One)	25. PLEASE CHECK IF APPROPRIATE
☐ NEW ☐ CHANGE ☐ DELETE ☐ COMPLETE	☐ COST BREAKDOWN ATTACHED ☐ MULTIPLE BLDG. FUNCTION *(See Reverse)*

26. ☐ FIXED PRICE DOES APPLY	27. ☐ GUARANTEE DOES APPLY	28. AGREED UPON COMPLETION DATE

29A. ORGANIZATION CODE	29B. BUILDING NUMBER	29C. LEASE NUMBER	29D. F/C	29E. O/C	29F. TOTAL
				29G. GRAND TOTAL	

30A. GSA APPROVING OFFICIAL'S SIGNATURE	30B. DATE	30C. TELEPHONE NUMBER		
		AREA CODE	NUMBER	EXT.
30D. E-MAIL ADDRESS:				

30E. SIGNER'S NAME *(Type or Print)*	31. POINT OF SALE TERMINAL ☐ A. FINANCE ☐ B. PBS	32. SELLER/GSA BPN/DUNS NUMBER

33A. CERTIFICATE OF COMPLETION SIGNATURE	33B. SIGNER'S NAME *(Type or Print)*	33C. COMPLETION DATE

GENERAL SERVICES ADMINISTRATION GSA FORM 2957 (REV. 10-2003)

Authorized for local reproduction

KEEP A COPY FOR YOUR RECORDS AND FORWARD ONE COPY TO YOUR OBLIGATING/PAYING OFFICE

Instructions For RWA Form

1. Enter date of work request.
2 **For GSA Use Only**. Enter Reimbursable Work Authorization Number.
3A. Enter Agency/ Customer BPN / DUNS number; for military agencies, this is the DODAAC number.
3B. **For Ordering Agency Use Only.** Enter Agency / Customer Order Number; references this purchase. For example, it is the agency internal control number.
4 Enter location where work is to be performed.
5. Enter name of agency requesting the work.
6a-e Enter information regarding the agency's representative responsible for the project (Agency contact name, telephone number, address, fax number, E-mail address). Representative must have authority to make decisions regarding the project.
7. Enter a concise statement of work to be done, including location where work is to be performed.
8 Check if agency plans are attached.
9. Check if submittal is a modification to an existing RWA.
10a. Enter billing type: I = Interfund, C = Credit Card, P = Pre-paid, O = IPAC/IGOTS
10b. Enter billing terms: A = Advance, C = At completion, M = Monthly, Q = Quarterly, T = At Termination, Y = Annually (in arrears).
11a-b. Enter agreed upon project start and completion dates.
12. Enter the total dollar amount approved for funding. Must match GSA's cost quote.
13a. Enter the eight (8) -character agency location codes. (Treasury Pay-station Designator);
13b. **For DOD ONLY** - Enter the Fiscal Station Symbol
13c. **Mandatory for Internal Revenue Service Customers;** optional for all others. Enter the appropriate agency requisition ID number.
13d. **Mandatory for IPAC**. Effective 10/1/03, all IPAC billings require a Treasury Account Symbol. If GSA Interfund customer, please enter Fund Code.
13e. Enter agency accounting information (Limited to 130 characters). <u>THIS APPEARS ON MOST BILLINGS</u>
13f. Enter fiscal year of agency funds
14a. Enter the agency Fed Code. 14b. Enter the agency bureau code.
15a-e. Enter the appropriate billing address information.
16a-c. Enter signature, name and date of authorized agency representative, certifying the validity of the order and the availability of funds.
17a. Enter credit card number or phone the appropriate GSA official with this information. 17b. Enter expiration date
17c. Enter the type of credit card. 16d. Enter Credit Card Holder's name.
18. Enter the certifying official's phone number.

GSA Internal Customer or Interfund Customer

19. Enter Pegasys document number (mandatory – limited to 8 characters). Mandatory for GSA and FPS Customers.
20. Enter Pegasys accounting line (optional – limited to 2 positions)

GSA PBS Portion

21. Enter the GSA project number in this field, if applicable.
22a-d Enter GSA Organization Code. b. Enter B/A Code. c. Enter BOAC Code. d. Enter the Organization Correspondence Symbol.
23. Enter a brief project description (Limited to 25 characters)
24. Check the appropriate action block.
25. Check appropriate boxes if costs breakdown is provided and/or RWA involves multiple buildings.
26. Check if the project is fixed priced. If agency billing is based on a fixed price rather than by actual costs, this field should be checked.
27. Check if RWA is guaranteed.
28. Enter the mutually agreed upon completion date.
29. Enter the organization code, building number, lease number, function code, object class, and total dollar amount.
30a-e. Enter the signature, name, date, e-mail address, and telephone number of the GSA Approving Official.
31. Enter the point of sale terminal (for credit card purchases only).
32. Enter seller / GSA RWA BPN / DUNS number
33.a-c. Enter the certificate of completion signature, certifying name, and completion date.

ATTACHMENT – FOR MULTIPLE BUILDINGS/MULTIPLE FUNCTION

Organization Code	Building Code	Lease Number	F/C	O/C	Total

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT

between

DOI Bureau/Office (Code 14XX)

And

GENERAL SERVICES ADMINISTRATION

DOI BUREAU/OFFICE (Code 14XX) will occupy 9,721.74 usable (11,180 rentable) square feet of space and 10 structured parking spaces and 50 surface parking spaces at located at Any City, Any State, for a period of 120 months commencing on or about 11/01/2007.

DOI BUREAU/OFFICE (Code 14XX) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost and real estate taxes.

DOI BUREAU/OFFICE (Code 14XX) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Leased Specific Mandatory Clauses Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS. Further, any alterations that might obligate PBS under a lease must be approved by the responsible PBS contracting officer.

Building Services

Building services to be provided to the tenant agency for the operating expense portion of the Rent are specified in the PBS Solicitation for Offers (SF0) that is made part of the lease contract. A copy of the lease contract is provided to the tenant agency. Additional or upgraded services beyond those identified in the SF0 are provided by PBS or the lessor on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Financial Terms (Non-Cancelable Space)

While this occupancy agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that: The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. The tenant's future years' obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise. Lease Contract Rent (Non-Cancelable Space)

The underlying lease contract rent will be passed through to the tenant agency. For a non-fully serviced lease, the cost of operating services not covered by the lease will also be passed through to the tenant agency. The PBS fee in leased space, calculated at 6% of the annual lease contract cost plus the cost of separately contracted operating services, will also apply. Charges for security and GSA-installed improvements may apply as well. Charges for operating expenses, joint use space, parking, security, and real estate taxes may be adjusted on an annual basis.

Signed Agreement and Financial Summary

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant. 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled in the case of leased space by the granting of an occupancy permit by the proper authority and/or by PBS's acceptance of the space as substantially complete in accordance with the lease. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk—through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk—through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion. 2. The space is operationally functional. Operationally functional means that the building systems included in this lease must function and Lessor—provided building—specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences. For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Client Billing Record (CBR) incrementally. In the case of phased occupancy with separate CBRs (example, different Agency/Bureau codes), the rent start date for each CBR will occur when the space associated with it is substantially complete and operationally functional. If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Lessor while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space. Once the above "substantially complete" and "operationally functional" requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the lease contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before selection of a lessor, contain preliminary financial terms only. Financial terms in preliminary OAs are not binding on either party; they are estimates for budgeting purposes. Accordingly, tenant agency signature on preliminary OAs does not bind the agency to the specific financial terms in the OA; rather, execution by the tenant agency constitutes that agency's commitment to the project. Until lease award, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides to its customers may be found in the March 2002 edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make, lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The lessor bears the responsibility for replacement and renewal of shell items. PBS will also oblige the lessor to fund cyclic paint and carpeting within the tenant's space, as provided in the lease contract.

Tenant Agency Appeal

The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction rider or schedule has been made part of a lease contract, the rider/schedule must be incorporated into this OA. Once part of this OA, the schedule/rider becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the lease rider, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, the lessor may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day to day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by the lessor failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a contractor failing to install personal property on time with one exception. For those personal property items that have been included in the lease contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the lease contract, is not reason for delaying the rent start date. In its role as tenant representative, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of lessor—caused delay, if there is a

Signed Agreement and Financial Summary

liquidated damages clause in the lease, PBS will pursue the lessor for the value of the damages. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Security

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (0MB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Special Clauses

Non-Cancelable Space

This is NON-CANCELABLE SPACE and DOI BUREAU/OFFICE (Code 14XX) agrees that if the space is no longer required and cancellation notice is issued to the General Services Administration (GSA), DOI BUREAU/OFFICE (Code 14XX) will continue to pay GSA for all out of pocket expenses incurred until expiration of this Occupancy Agreement.

Tenant Improvement Amortization Cost

DOI BUREAU/OFFICE (Code 14XX) has elected to expend a total of $136,387.17 for their tenant improvements. This amount has been amortized in the rent and is itemized on the Financial Summary.

Ad Hoc Clauses — User

Operating Expense and Tax Escalation

For the term of this lease extension the operating expense and tax escalation provision of the lease have been deleted.

Financial Obligation and Lease Award

General Services Administration may proceed with an award of a lease agreement with no further approval of financial details as long as the overall lease rate is less than the overall rate stated in this draft occupancy agreement. General Services Administration will notify DOI Bureau/Office of proposed successful offeror prior to award.

I agree to the initial with the understanding modifications will be made over time.

Approved	Approved
(Signature)	(Signature)
Agency Representative	GSA Representative
Title:	Title:
Date:	Date:

Signed Agreement and Financial Summary

Initial OA for Expansion/New Requirement			Page:	1 of 11
ANEO 1444	Draft	Version: 1	Date Last Modified:	14-Sep-2005
14XX	DOI Bureau/Office		Agency BPN:	
			GSABPN: 1	30942464
OA Start Date:	01-Nov-2007		OA Year:	2008 Partial
OA End Date:	31-Oct-20 17	Period:	01-Nov-2007 to	30-Sep-2008

		Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1.	Shell Rental Rate			
a.	General	3,680	$7,923	$2.348710000
b.	Warehouse	7,500	$16,147	$2.348710000
2.	Amortized Tenant Improvement Used/General	11,180	$28,349	$2.766238000
3.	Operating Costs	11,180	$30,745	$3.000000000
4.	Real Estate Taxes	11,180	$268	$0.252500000
A.	**Market Rent SubTotal**	11,180	$83,433	$8.114948000
5.	Amortized Tenant Improvement Used/Custom	11,180	$1,866	$0.182107000
8.	Parking			
a.	Structured	10	$482	$50.00000000
b.	Surface	50	$678	$15.00000000
10.	PBS Fee	11,180	$5,102	$0.497823327
11.	Pro Rata Joint Use Space	456	$604	$1.500000000
B.	**Agency Rent SubTotal**	11,180	$6,968	$0.679930327
C.	**Joint Use SubTotal**		$0	
F.	**Total Annual Rent (A+B+C)**	11,180	$92,165	
E.	**Adjustments SubTotal**		$0	
F.	**Total Rent Bill (D+E)**		$92,165	
G.	**Total Antenna Bill**		$0	
H.	**Total Reimbursable Services Bill**		$0	
I.	**Total PBS Bill (F+G+H)**		$92,165	
J.	**LUMP SUM ITEMS**			

		Customization Tier	2
##	Operating Cost Escalation Applies	Amortization Terms[1] (in months)	60
		PBS Fee is	6%

[1] Amortization is either over the fixed term of the OA or less, never more

Signed Agreement and Financial Summary

Initial OA for Expansion/New Requirement			Page:	2 of 11[2]
ANEO 1444	Draft	Version: 1	Date Last Modified:	14-Sep-2005
14XX	DOI Bureau/Office		Agency BPN:	
			GSABPN: 1	30942464
OA Start Date:	01-Nov-2007		OA Year:	2009
OA End Date:	31-Oct-20 17	Period:	01-Oct-2008 to	30-Sep-2009

		Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1.	Shell Rental Rate			
a.	General	3,680	$8,643	$2.348710000
b.	Warehouse	7,500	$17,615	$2.348710000
2.	Amortized Tenant Improvement Used/General	11,180	$30,927	$2.766238000
3.	Operating Costs	11,180	$34,462	$3.000000000
4.	Real Estate Taxes	11,180	$298	$0.252500000
A.	**Market Rent SubTotal**	11,180	$91,945	$8.114948000
5.	Amortized Tenant Improvement Used/Custom	11,180	$2,036	$0.182107000
8.	Parking			
a.	Structured	10	$500	$50.00000000
b.	Surface	50	$750	$15.00000000
10.	PBS Fee	11,180	$5,621	$0.497823327
11.	Pro Rata Joint Use Space	456	$684	$1.500000000
B.	**Agency Rent SubTotal**	11,180	$7,657	$0.679930327
C.	**Joint Use SubTotal**		$0	
F.	**Total Annual Rent (A+B+C)**	11,180	$101,536	
E.	**Adjustments SubTotal**		$0	
F.	**Total Rent Bill (D+E)**		$101,536	
G.	**Total Antenna Bill**		$0	
H.	**Total Reimbursable Services Bill**		$0	
I.	**Total PBS Bill (F+G+H)**		$101,536	
J.	**LUMP SUM ITEMS**			

		Customization Tier	2
##	Operating Cost Escalation Applies	Amortization Terms (in months)	60
		PBS Fee is	6%

[2] These Financial Summary Pages will be repeated for each year/partial year of the OA.

Rent on the Web (ROW)

Agency: 14 INTERIOR DEPT
Bureau: 14XX ID DOI
BUREAU/OFFICE
Real Property ID: CO1679

Region: 08
1807
CBR: CO0013582

Bill For: MARCH 2005

JOHN SMITH OFF BLDG
134 UNION BLVD

ANY CITY, ANY STATE, 80228-

GSA Contact:
JESSICA.BALLARD@GSA.GOV
Tel: (303)236-8000 X2356
Customer Service: 1-888-999-4777

Account Code: 14XX0006
Bill No: 05060146
OA Number: OA017696

Page Number: 199

	Charge Basis	Annual Rate	Amount Due (Monthly)	Year To Date
1. Shell Rental Rate				
a. General	63,155	$10.15	$53,419	$320,512
3. Operating Costs	63,155	$5.59	$29,412	$176,470
A. Market Rent SubTotal	**63,155**	**$15.74**	**$82,830**	**$496,981**
9. Parking				
b. Surface (number of spaces)	9	$0	$0	$0
11. PBS Fee	63,155	$1.28	$6,754	$40,522
B. Agency Rent SubTotal			**$6,754**	**$40,522**
C. Joint Use SubTotal			**$0**	**$0**
D. Total Monthly Rent (A+B+C)			**$89,584**	**$537,503**
E. Adjustments SubTotal			**$0**	**$0**
F. Total Rent Bill (D+E)			**$89,584**	**$537,503**
G. Total Antenna Bill			**$0**	**$0**
H. Total Reimbursable Services Bill			**$0**	**$0**
I. Total PBS Bill (F+G+H)			**$89,584**	**$537,503**

**Note: ANSI Rentable is 56,505 Assigned Usable Space PLUS 6,650 Common Space.
R/U Factor is 1.11769. Security Space incl. ANSI Rentable PLUS Joint Use Rentable.**

Department of Homeland Security
Federal Protective Service
Security Bill

Agency:	14 INTERIOR DEPT	Bill For:	03 2005	Account Code: 14XX0006	
Bureau:	14XX ID DOI BUREAU/OFFICE			Bill No: 05030029	
Real Property ID:	CO1679	JOHN SMITH OFF BLDG			
		134 UNION BLVD			
Region:	08	ANY CITY , ANY STATE, 80228-1807			
CBR:	CO0012562	DHS Contact:			
		DIANE.HILL@DHS.GOV			
		303-236-7931 x248	Page Number: 55		
		Charge Basis	**Annual Rate**	**Amount Due (Monthly)**	**Year To Date**
	A. Basic Security Charges	63,155	$0.350	$1,842.02	$11,052.12
	B. Building Specific Operating Security Charges	63,155	$0.068	$358.12	$2,891.49
	C. Total Department of Homeland Security Bill (A+B)			**$2,200.14**	**$13,943.61**

United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

MAR 31 1997

Memorandum

To: Deputy Commissioner for Indian Affairs
Interim Director, Bureau of Land Management
Commissioner, Bureau of Reclamation
Director, Geological Survey
Director, National Park Service
Chief Executive Officer, Interior Service Center

From: Bonnie R. Cohen
Assistant Secretary - Policy, Management and Budget

Subject: Delegation of Leasing Authority

Pursuant to the September 25, 1996 delegation of authority from the Acting Administrator of the General Services Administration (GSA), copy attached, you are hereby delegated the authority to perform all functions related to the leasing of general purpose space for a term of up to twenty years regardless of geographic location. This authority may be redelegated to employees of your organization who have been trained as lease contracting officers, as spelled out in the Department's Contracting Officer's Warrant Manual, and is subject to all conditions noted in the original delegation. The Office of Acquisition and Property Management (PAM) will exercise policy oversight and collect periodic leasing information. PAM will still be Interior's exclusive liaison with GSA's National Office and will assist with problems involving leasing matters requiring resolution at that level.

While this delegation may be a cost effective and timely option in certain circumstances, the inherent responsibilities and financial obligations must be carefully considered before it is exercised. GSA will still offer their services to acquire space as they have done in the past. Their ability to obtain below-market rents by procuring large blocks of space, their expertise in Federal lease procurement and their policy of allowing us to vacate space after giving 120 days notice should be factored into any decision to exercise the delegation.

Attachment

United States Department of the Interior

OFFICE OF THE ASSISTANT SECRETARY
POLICY, MANAGEMENT AND BUDGET
Washington, DC 20240

TAKE PRIDE IN AMERICA

OCT 05 2006

Memorandum

To: H. Dale Hall, Director
U.S. Fish and Wildlife Service

Through: David Verhey *David Verhey* OCT 3 2006
Acting Assistant Secretary – Fish, Wildlife and Parks

From: R. Thomas Weimer *R. Thomas Weimer* SEP 26 2006
Assistant Secretary

Subject: Delegation of Leasing Authority

Pursuant to the September 25, 1996, delegation of authority from the Acting Administrator of the General Services Administration (GSA), copy attached, you are hereby delegated the authority to perform all functions related to the leasing of general purpose space for a term of up to twenty years regardless of geographic location. This authority may be redelegated to employees of your organization who have been trained as lease contracting officers, as spelled out in the Department's Contracting Officer's Warrant Manual, and is subject to all conditions noted in the original delegation. The Office of Acquisition and Property Management (PAM), Space Coordination Office (SCO) will exercise policy oversight and collect periodic leasing information. PAM, SCO, will be Interior's exclusive liaison with GSA's National Office and will assist with problems involving leasing matters requiring resolution at that level.

While this delegation may be a cost-effective and timely option in certain circumstances, the inherent responsibilities and financial obligations must be carefully considered before it is exercised. As in the past, GSA will still offer its services to acquire space and will continue to be the first source for satisfying space requirements. GSA's ability to obtain below-market rents by procuring large blocks of space, its expertise in Federal lease procurement and its policy of allowing an organization to vacate space with 120 days' notice should be factored into any decision to exercise the delegation.

Attachment

cc: Deputy Secretary
Chief of Staff

Administrator
General Services Administration
Washington, DC 20405

SEP 2 5 1996

The Honorable Bruce Babbitt
Secretary of the Interior
Washington, DC 20240

Dear Mr. Secretary:

The General Services Administration (GSA) has established a new leasing program that offers Federal agencies the option of continuing to use GSA as their leasing agent for general purpose space or taking on that responsibility within their own agency.

This new program, called "Can't Beat GSA Leasing," is an outgrowth of our commitment to streamline our leasing operations. Under this new program, GSA provides you a simple choice. Either engage us to provide you with the most cost-effective and fastest service in the real estate market today or use the enclosed delegated leasing authority to do it yourself.

We have taken this bold step to respond to the needs of a changing world in which Government must work faster, smarter, cheaper and better. We are committed to provide space for your agency so you can meet those needs.

GSA must also meet these challenges to work up to new standards of excellence. At the same time, we have listened carefully to the recommendations from many of our client agencies and the Vice President's National Performance Review to open ourselves to competition.

Under "Can't Beat GSA Leasing," we have developed new strategies and retooled our entire leasing operation. We refocused our energies on the needs of you, our customers. To cite just a few examples:

- Our pricing structure is now clearer and more responsive to our customers.
- Your rent for space that we lease will be based on our rent plus a service fee comparable to that charged by private sector agents.
- We can now provide customized tenant allowances and flexibility in payment alternatives for above standard items.

The most important change, however, is the "can do" attitude of our experienced, warranted real estate contracting officers. We have empowered them to respond to your needs with sound business practices that make sense.

As you would expect, GSA's leasing specialists will continue to follow all the statutory requirements -- the same ones you will be expected to follow if you choose to use other brokerage services.

All of us at GSA hope you will choose to stay in the GSA family. Your leasing requirements are cur most important business. We look forward to providing you with the most efficient, experienced, cost-effective service offered anywhere today, a service we think you will agree lives up to its name: "Can't Beat GSA Leasing."

Sincerely,

David J. Barram
Acting Administrator

Enclosure

Delegation of Leasing Authority

Pursuant to the authority vested in the Administrator of General Services by subsections 205(d) and 210(h)(1) of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended, I hereby delegate authority to the heads of all Federal agencies to perform all functions related to the leasing of general purpose space for a term of up to 20 years regardless of geographic location. This delegation of authority does not alter the space delegations in sections 101-18.104-2 and -3 of the Federal Property Management Regulations, which pertain to "categorical" and "special purpose" space.

This delegation is effective October 14, 1996, and subject to the following conditions:

1. Prior to instituting any action under this delegation, the head of a Federal agency or its designee shall notify the appropriate GSA, Assistant Regional Administrator for Public Buildings Service (ARA/PBS) of the agency's need for general purpose space and the agency's intent to exercise the authority granted in this delegation. The agency may exercise the authority contained in this delegation when the ARA/PBS determines that suitable Government-controlled space is not available to meet the space need of the Federal agency.

2. Relocation of Government employees from GSA-controlled federally owned or leased space may take place when prior written confirmation has been received from the appropriate ARA/PBS that suitable Government-controlled space cannot be provided for them.

3. A prospectus has been approved by the Congressional Committees pursuant to the Public Buildings Act of 1959 when the annual rental for the lease contract, excluding service and utilities, exceeds $1.74 million, as adjusted annually in accordance with 40 U.S.C. 606 (f). In this circumstance GSA will prepare the prospectus in consultation with the agency.

4. Redelegation of the authority to lease may be made to those officers, officials, and employees who have been adequately trained as lease contracting officers.

5. Federal agencies must acquire and utilize the space in accordance with all applicable laws and regulations, including, but not limited to, the Competition in Contracting Act, Federal Property Management Regulations, Executive Order 12072, Executive Order 13006, Davis Bacon Act, and the General Services Administration Acquisition Regulations.

6. Agencies periodically provide GSA with leasing performance information.

The Associate Administrator for the Office of Governmentwide Policy and the Commissioner of the Public Buildings Service will issue further information regarding this program.

David J. Barram

September 25, 1996

David J Barram
Acting Administrator
General Services Administration

Date

CAPITAL LEASES

Capital leases are leases that transfer substantially all the benefits and risks of ownership to the lessee. If, at its inception, a lease meets one or more of the following four criteria, the lease should be classified as a capital lease by the lessee:

-- The lease transfers ownership of the property to the lessee by the end of the lease term.

-- The lease contains an option to purchase the leased property at a bargain price.

-- The lease term is equal to or greater than 75 percent of the estimated economic life of the leased property.

-- The present value of rental and other minimum lease payments, excluding that portion of the payments representing executory cost, equals or exceeds 90 percent of the fair value of the leased property.

The last two criteria are not applicable when the beginning of the lease term falls within the last 25 percent of the total estimated economic life of the leased property. If a lease does not meet at least one of the above criteria it should be classified as an operating lease.

The amount to be recorded by the lessee as a liability under a capital lease is the present value of the rental and other minimum lease payments during the lease term, excluding that portion of the payments representing executory cost to be paid by the lessor.[FN 28: "The cost of general property, plant, and equipment acquired under a capital lease shall be equal to the amount recognized as a liability for the capital lease at its inception." See Statement of Federal Financial Accounting Standard (SFFAS) No. 6, Accounting for Property, Plant, and Equipment.] However, if the amount so determined exceeds the fair value of the leased property at the inception of the lease, the amount recorded as the liability should be the fair value. If the portion of the minimum lease payments representing executory cost is not determinable from the lease provisions, the amount should be estimated.

The discount rate to be used in determining the present value of the minimum lease payments ordinarily would be the lessee's incremental borrowing rate unless (1) it is practicable for the lessee to learn the implicit rate computed by the lessor and (2) the implicit rate computed by the lessor is less than the lessee's incremental borrowing rate. If both these conditions are met, the lessee shall use the implicit rate. The lessee's incremental borrowing rate shall be the Treasury borrowing rate for securities of similar maturity to the term of the lease.

During the lease term, each minimum lease payment should be allocated between a reduction of the obligation and interest expense so as to produce a constant periodic rate of interest on the remaining balance of the liability.[FN 29: OMB Circular No. A-11, "Preparation and Submission of Annual Budget Estimates," explains the measurement of budget authority, outlays, and debt for the budget in the case of lease-purchases and other capital leases. Circular A-94, "Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs," provides the requirements under which a lease-purchase or other capital lease has to be justified and the analytical methods that need to be followed.]

What is Present Value?

"Present Value" is the amount that would need to be deposited today to in order to receive a stream of payments in the future.

For example, in the example below, if a person placed $112,082 in the bank today, earning 3.75% interest, he/she could withdraw exactly $25,000 on the same date each year for 5 years.

Example of Present Value Computation

Annual Payment Amount	$25,000	A
Number of Payments	5	B
Interest Rate	3.750%	C
Total Payments	$125,000	A * B
Present Value of Lease Payments	$112,082	advanced calc

This is how car loans and mortgage payments are calculated.

The "Present Value" is always less than the total payment stream, due to the impact of interest.

For Capital Leases, as payments are made, the payment is allocated between (a) Interest, (b) executory costs and (c) reduction of lease liability. To do this, the amount of interest on the outstanding balance is calculated. The total payment, less interest and executory costs is the reduction of the lease liability.

Note - "Executory Costs" are payments for property taxes, and other expenses not actually part of the rental amount.

Mortgage or Car Payment Example:

	Total Payment	**Interest Paid**	**Reduce Loan Balance**	**Current Loan Balance**
Loan amount:				112,082
payment 1	*$25,000*	4,203	20,797	91,285
payment 2	*$25,000*	3,423	21,577	69,708
payment 3	*$25,000*	2,614	22,386	47,322
payment 4	*$25,000*	1,775	23,225	24,096
payment 5	*$25,000*	904	24,096	0

Bank Account Example:

	Interest Earned	**Withdrawal**	**Account Balance**
Deposit			112,082
Year 1	4,203	(25,000)	91,285
Year 2	3,423	(25,000)	69,708
Year 3	2,614	(25,000)	47,322
Year 4	1,775	(25,000)	24,096
Year 5	904	(25,000)	0

Accounting Concepts to Consider:

1. **Substance versus Form**
This means that for accounting recognition, the substance of the agreement matters more than the legal format of the agreement. For example, if the substance is that we cannot realistically walk away from the agreement, the agreement is non-cancellable regardless of boilerplate escape clauses in the agreement.

2. **Going Concern**

   This means that when making decisions regarding the accounting treatment of a transaction, the preparer should assume that the organization will continue to exist and operate (unless there is clear evidence to the contrary, eg Bureau of Mines). In other words, arguments to the effect that "we won't have to pay this if Congress eliminates the Department" are not a valid for making accounting decisions.

3. **Financial accounting concepts may differ from budget guidelines**
Budgetary rules are designed to control the flow of cash. Financial accounting standards are designed to present all assets, liabilities, revenues and expenses in the financial statements in a manner consistent with other Federal agencies. Both Budgetary Concepts and Accounting Standards are important and each accomplishes its objectives very well. However, the budgetary treatment of a transaction does not dictate the accounting treatment, and vice versa.

Determination of Capital versus Operating Leases - SAMPLE 1

This spreadsheet applies the criteria in SFFAS 5 to determine if a lease should be classified as a capital lease.

Note: Only cells shaded yellow require input.
The Blue colored text indicates formulas. DO NOT change these cells.

This schedule relies on Excel formulas and functions for proper computation. Manual preparation without Excel is not recommended.

On the "Locked" tab, all cells, except those shaded yellow, are protected to prevent change to the formulas.

Instructions:
A. Input the following information:

Description of Lease / Asset: Office Building 1600 Penn Ave, Washington, Va, 1000 sq feet
Date of Lease: 10/1/2003

Information from the lease:

Note: If the likelihood that the government will cancel the lease before expiration is remote, then terms related to the "availability of funds" should not be considered in determining the non-cancellable lease term.

Non-cancellable Lease term (years)	4.0	
Annual Lease Payment ($)	72,000.00	
Cost to purchase asset at end of lease	n/a	*If lease does not contain a purchase arrangement, enter "N/A". Otherwise enter a $ amount.*

Information about the asset:

Note - this is total asset life, and may be different from the lease term.
If new, enter 0

Estimated total useful life of the asset (years)	40.0	
Age of asset at lease inception (years)	14.0	
Value of leased asset at lease inception ($) *(What is the asset worth today?)*	550,000.00	
Estimated value of asset at end of lease *(when non-cancellable term is up)*	580,000.00	

Other information:

Use "Daily Treasury Yield Curve Rate" for time period closest to lease term. See www.treas.gov and click on links to Departmental Offices, Domestic Finance, Office of Debt Management, Interest Rate Statistics, and then Daily Treasury Yield Curve Rates.

Interest Rate *(annual)*	4.14%

At 4/30/04, this link was: www.treas.gov/offices/domestic-finance/debt-management/interest-rate/yield.html

B. Circle Yes or No in response to each question. One or more "Yes" answers indicates a capital lease.

Yes / No **Step 1**

No Does the lease transfer ownership of the property to the lessee by the end of the non-cancellable lease term? If yes, the lease is a capital lease.

Yes / No **Step 2**

No Does the lease contain an option to purchase the leased property at a bargain price?

Cost to purchase asset at end of lease	n/a
Estimated asset value at end of lease	580,000.00

Would a reasonable person consider the purchase price to be a bargain that would almost ensure that the option to purchase is exercised? If yes, the lease is a capital lease.

Example: if the estimated value of the asset at the end of the lease is $25,000 and the lease contains an option to purchase the asset for $22,000, this may or may not turn out to be a bargain and the answer would be "No." However, if the option price is $250, this will certainly be a bargain and the lease is a capital lease. This evaluation requires judgement.

Step 3 & 4

Steps 3 and 4 do not apply if asset is in the last 25% of its useful life.

Total useful life of asset	40.0	
Current age of asset	14.0	
Remaining Useful Life	26.0	
Percent of useful life remaining	65.0%	Continue to Steps 3 and 4

Yes / No **Step 3**

No Is the lease term greater than or equal to 75% of the estimated economic life of the leased property?

Estimated useful life (years)	40.0	
times 75%	75%	
= 75% of estimated economic life	30.0	
Non-cancellable Lease term (years)	4.0	
Difference	26.0	Answer NO

If the difference is negative the lease is a capital lease.

Yes / No **Step 4**

No Does the present value of rental and other minimum lease payments, excluding that portion of the payments representing executory cost, equal or exceed 90 percent of the fair value of the leased property?

Value of leased asset *(What is the asset worth today?)*	550,000.00
times 90%	90%
= 90% of value of leased asset *(at lease inception)*	495,000.00
"Present Value" of lease	260,492.44

Note-this Present Value computation assumes equal annual payments. If this assumption is not correct, preparer is responsible for estimating present value by other means.

Difference 234,507.56 Answer NO

If the difference is negative the lease is a capital lease.

==

Amount to be capitalized if this is a Capital Lease:

The amount that will be entered into the property system for an asset acquired by capital lease is the lesser of the Present Value of future lease payments, or current Fair Market Value of the asset.

"Present Value" of future lease payments, or current fair market value, if less: 260,492.44

If the lease meets the capital lease criteria, Property will need to work with Finance to ensure that the asset and liabilty are properly recorded.

C. Conclusion:

Will this lease be treated as a Capital Lease? No

Prepared by: J Sample

Date: 10/15/2003

Comments:

Determination of Capital versus Operating Leases - SAMPLE 2

This spreadsheet applies the criteria in SFFAS 5 to determine if a lease should be classified as a capital lease.

Note: Only cells shaded yellow require input.
The Blue colored text indicates formulas. DO NOT change these cells.

This schedule relies on Excel formulas and functions for proper computation. Manual preparation without Excel is not recommended.

On the "Locked" tab, all cells, except those shaded yellow, are protected to prevent change to the formulas.

Instructions:
A. Input the following information:

Description of Lease / Asset: Office Building 1600 Penn Ave, Washington, Va, 1000 sq feet
Date of Lease: 10/1/2003

Information from the lease:

Note: If the likelihood that the government will cancel the lease before expiration is remote, then terms related to the "availability of funds" should not be considered in determining the non-cancellable lease term.

Non-cancellable Lease term (years)	7.0	
Annual Lease Payment ($)	72,000.00	
Cost to purchase asset at end of lease	n/a	*If lease does not contain a purchase arrangement, enter "N/A". Otherwise enter a $ amount.*

Information about the asset:

Estimated total useful life of the asset (years)	30.0	*Note - this is total asset life, and may be different from the lease term.*
Age of asset at lease inception (years)	20.0	*If new, enter 0*
Value of leased asset at lease inception ($) *(What is the asset worth today?)*	450,000.00	
Estimated value of asset at end of lease *(when non-cancellable term is up)*	425,000.00	

Other information:

Use "Daily Treasury Yield Curve Rate" for time period closest to lease term. See www.treas.gov and click on links to Departmental Offices, Domestic Finance, Office of Debt Management, Interest Rate Statistics, and then Daily Treasury Yield Curve Rates.

Interest Rate *(annual)*	4.14%

At 4/30/04, this link was: www.treas.gov/offices/domestic-finance/debt-management/interest-rate/yield.html

B. Circle Yes or No in response to each question. One or more "Yes" answers indicates a capital lease.

Yes / No **Step 1**

No Does the lease transfer ownership of the property to the lessee by the end of the non-cancellable lease term? If yes, the lease is a capital lease.

Yes / No **Step 2**

No Does the lease contain an option to purchase the leased property at a bargain price?

Cost to purchase asset at end of lease	n/a
Estimated asset value at end of lease	425,000.00

Would a reasonable person consider the purchase price to be a bargain that would almost ensure that the option to purchase is exercised? If yes, the lease is a capital lease.

Example: if the estimated value of the asset at the end of the lease is $25,000 and the lease contains an option to purchase the asset for $22,000, this may or may not turn out to be a bargain and the answer would be "No." However, if the option price is $250, this will certainly be a bargain and the lease is a capital lease. This evaluation requires judgement.

Step 3 & 4

Steps 3 and 4 do not apply if asset is in the last 25% of its useful life.

Total useful life of asset	30.0	
Current age of asset	20.0	
Remaining Useful Life	10.0	
Percent of useful life remaining	33.3%	Continue to Steps 3 and 4

Yes / No **Step 3**

No Is the lease term greater than or equal to 75% of the estimated economic life of the leased property?

Estimated useful life (years)	30.0	
times 75%	75%	
= 75% of estimated economic life	22.5	
Non-cancellable Lease term (years)	7.0	
Difference	15.5	Answer NO

If the difference is negative the lease is a capital lease.

Yes / No **Step 4**

Yes Does the present value of rental and other minimum lease payments, excluding that portion of the payments representing executory cost, equal or exceed 90 percent of the fair value of the leased property?

Value of leased asset *(What is the asset worth today?)*	450,000.00
times 90%	90%
= 90% of value of leased asset *(at lease inception)*	405,000.00
"Present Value" of lease	429,920.95

Note-this Present Value computation assumes equal annual payments. If this assumption is not correct, preparer is responsible for estimating present value by other means.

Difference	(24,920.95)	Answer YES

If the difference is negative the lease is a capital lease.

===

Amount to be capitalized if this is a Capital Lease:

The amount that will be entered into the property system for an asset acquired by capital lease is the lesser of the Present Value of future lease payments, or current Fair Market Value of the asset.

If the lease meets the capital lease criteria, Property will need to work with Finance to ensure that the asset and liabilty are properly recorded.

"Present Value" of future lease payments, or current fair market value, if less:	429,920.95

C. Conclusion:

Will this lease be treated as a Capital Lease?	Yes
Prepared by:	J Sample
Date:	10/15/2003
Comments:	

PROJECT NUMBER: ____________ LOCATION: ____________

LEASE NUMBER: ____________ BUREAU/OFFICE: ____________

LOCATION CODE: ____________ SQUARE FOOTAGE: ____________

CONTRACTING OFFICER: ____________

I. REQUIREMENT	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE
A. SF-81 or other request for space			
B. Special Requirements (Specs)			
C. Title 10 Clearance for Armed Services			
D. Notification to City Official			
E. Justification of Delineated Area			
F. Scoring Evaluation			
G. Other:			

II. PRE-SOLICITATION			
A. Acquisition Plan			
B. Justification for Other than Full and Open Competition			
C. Historic Building Check			
D. Flood Plain Check			
E. Prospectus/Notification of Approval			
F. Copy of Advertisement or EPS Page Printout			
G. Responses to Advertisement			
H. Market Survey, Market Survey Report, & Agency Concurrence			
I. CATEX checklist			
J. Source Selection Plan (signed) and Related Correspondence			
K. Award Factor Evaluation			
L. Vending Facilities			
M. Other			

III. SOLICITATION	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE
A. Draft SFO			
B. Agency Approval of SFO			
C. Final SFO			
D. SFO Distribution List			
E. SFO Amendments/Addenda			
F. Correspondence to Offerors			
G. Davis-Bacon Wage Rates			
H. Other:			

IV. EVALUATION/PRE-NEGOTIATION			
A. Negotiation Objectives			
B. Appraisal			
C. Estimates:			
D. Tenant Improvement Cost			
E. Overtime Rates			
F. Competitive Range Determination/Notification			
G. Request for FPS Pre-Lease Security Survey			
H. Request for Contractor Support Services Related to Lease Acquisition (IOS, CQM, etc.)			
I. Other:			

V. UNSUCCESSFUL OFFER(S)			
A. Initial Offer and Related Correspondence			
B. Abstract of Offers			
C. Fire/safety Request & Report or Certificate of Occupancy			
D. Scaling of Offered Space			
E. Present Value Price Evaluation			
F. Pre-Award Notice & Rejection Letters			
G. Pre-Award Debriefing			
H. Request for Best & Final Offers			
I. Offers Received after Best & Finals			
J. Post-Award Notice & Rejection Letters			
K. Post-Award Debriefings/Protests & Resolution/Congressional & Responses			

VI. SUCCESSFUL OFFER & AWARD DETERMINATION	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE
A. Initial Offers and Related Correspondence			
B. Abstract of Offers			
C. Fire/safety Request & Report or Certificate of Occupancy			
D. Negotiations of Environmental Remediation			
E. Scaling of Offered Space			
F. Request for Best & Final Offer			
G. Present Value Price Evaluation			
H. Price Negotiation Documentation			
I. Award Factor Evaluation Report			
J. Source Selection Evaluation Report (Initial and Final)			
K. Conflict of Interest Acknowledgement			
L. Source Selection Authority Decision Document			
M. Revised Scoring Evaluation			
N. Agency Letter of Acceptance With Revised and Signed OA			
O. Small Business Subcontracting Plan			
P. Affirmative Action Plan			
Q. Seismic Certification			
R. Flood Plain Compliance			
S. Responsibility Check Debarred Bidders List Check Past Performance Financial Responsibility			
T. EEO Compliance Review			
U. Randolph Sheppard Act Info			
V. Other:			

VII. CONTRACT			
A. Award Letter			
B. Legal Review & Comment			
C. Lease sent to Lessor			
D. Other:			

VII (B) TI SFO DOCUMENTS	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE
A. TI Cost Breakdown			
B. Review of TI Costs			
C. Evidence of Competitive Bidding Process or Cost or Pricing Data for TI Costs			
D. Drawings/Layouts from Agency			
E. Other:			

VIII. APPROVAL DOCUMENTS			
A. Pre-validation of B/A 53 Funding			
B. Occupancy Agreement Drafts			
C. Legal Concurrence			
D. Drawings/Layouts from Agency			
E. Fire/safety Approval of Layout Drawings			
F. Layouts to Lessor			
G. Finish Schedule to Lessor			
H. Other:			

IX. PRE-OCCUPANCY			
A. Post Award Synopsis			
B. Copy of Letter Transmitting Lease to Field Office			
C. Copy of Letter Transmitting Lease to Agency			
D. Notification of lease location to FPS			
E. Request to GSA PMC for Utility Contract			
F. COR Letters to Lessor			
G. COR Letters to Designated Agency Representative			
H. Construction Inspection Reports/Meeting Minutes			
I. Davis-Bacon Interview Forms & Wage payment			
J. Acceptance of Space/Condition Survey Measurement of Space Correction of Deficiencies Credits/Debits Punch List Resolution			
K. Change Orders Related to Initial Occupancy			
L. CAD as-builts to CIFM			

X. ADMINISTRATION	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE
A. EFT Enrollment			
B. Operating Cost Escalations			
C. Tax Escalations/Appeals			
D. Change of Ownership			
E. DUNS Number			
F. RWA's			
G. Miscellaneous Correspondence			
H. Appeals/Claims/Disputes Correspondence Contracting Officer Decision Resolution Unresolved Claim GSBCA or Claims Court Decision Payment			
I. Other:			

All of the above tabs should be placed on the right side of the lease file folder in descending order.

GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601	**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**
DATE OF LEASE **March 31, 2007**	**LEASE NO. NCL-05-0310**

THIS LEASE, made and entered into this date by and between **Business ABC**
whose address is **One North Central Avenue, Suite 1300**
Any Town, Any State, Zip Code

and whose interest in the property hereinafter described is that of owners

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
40,902 square feet of rentable space consisting of approximately 4,859 square feet of common area, approximately **36,043 ANSI/BOMA Office Area** square feet located on the first, seventh and eighth floors and 23 reserved, secured, covered parking spaces and 127 additional covered parking spaces located at One North Central Avenue, Any Town, Any State 85004
to be used for such purposes as determined by the **insert bureau/office name**.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **September 30, 2007** through **September 29, 2022**, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of **$1,055,271.60**

at the rate of **$87,939.30** per **month** in arrears.

Rent for a lesser period shall be prorated. Rent payments shall be made by electronic transfer of funds and made payable to:
Business ABC

Any Town, Any State

4. Termination Rights: The Government may terminate this lease at any time on or after September 29, 2017 by giving 60 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~
~~provided notice be given in writing to the Lessor at least ______ days before the end of the original lease term or any renewal term;~~
~~all other terms and conditions of this lease shall remain the same during any renewal term.~~
~~Said notice shall be computed commencing with the day after the date of the mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. Services, utilities, and maintenance as specified in Section 7.0.

B. All alterations as described on the approved layout plan, which will be forthcoming. Occupancy is required on or Before September 30, 2005.

C. Provide and install multi purpose fire extinguisher to be located at the exits from the office and warehouse leased space.

D. All handicapped accessibility requirements will be met as specified in Section 4.10.

E. **In the event of failure by the Lessor to provide any service, utility, and or maintenance under this lease by the specified time period, the Government may, by contract or otherwise, provide these items/alterations, and charge to the Lessor any cost incurred by the Government that is related to the provision of such, including any administrative cost, and deduct such costs from any rental payments.**

7. The following are attached and made a part hereof:
~~The General Provisions and Instructions (Standard From 2-A, ________ edition)~~.

A. Standard Form 2, Pages 3 - 8 containing Paragraphs 9 - 23
B. Amendment No. 1 consisting of 6 pages
C. Amendment No. 2 consisting of 2 page
D. Sections 1 through 8 consisting of 49 pages of the Solicitation for Offers NCL-04-0310
Attachment 1, General Clauses consisting of 32 pages
Attachment 2, Representations and Certifications consisting of 7 pages
Attachment 3, Interagency Sign Drawing and Specifications consisting of 2 pages
Attachment 4, DOI/BLM Requirements Specification for Access Monitoring And Control consisting of 6 pages
Attachment 5, Voice and Data Wiring System Specifications consisting of 20 pages
Attachment 6, Space Design and Layout Drawings To Be Jointly Developed and Incorporated At A Future Date
Attachment 7, Janitorial Description, Performance Measurement Frequency Requirements consisting of 8 pages
Attachment 8, Special Requirements (31 pages) with Finish Takeoff (4 pages) consisting of a total of 35 pages
Business and Economic Development Program Small Business Subcontracting Plan consisting of 6 pages
E. Site Plans (4 pages), Typical Wall Section – Warehouse Building (1 page), Landscape size of plantings (1 page), and Preliminary Storm Drainage Analysis (5 pages) consisting of 11 pages

8. The following changes were made in this lease prior to its execution:

A. Paragraph 5 is deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR, **Business ABC**

BY ______________________ ______________________

IN PRESENCE OF:

(Signature) (Address)

UNITED STATES OF AMERICA

Adam Smith

BY ______________________ CONTRACTING OFFICER

(Signature) (Official title)

9. In accordance with Paragraph 3.10 titled "Operating Cost Adjustment" the base rate for escalation of operating expenses will be **$2.70** per Rentable square foot.

10. In accordance with Paragraph 3.11 titled "Tax Adjustment" the percentage of Government occupancy under this lease is 100 percent.

11. In accordance with Paragraph 3.16 titled "Adjustment for Vacant Premises" the annual rent will be adjusted at the rate of **$0.90** per Rentable square foot should BLM vacate all or a portion of the space prior to the expiration of the firm term.

12. In accordance with Attachment 1 – General Clauses, Paragraph 27 titled "Payment", upon acceptance and verification of the total amount of space delivered, the annual rental rate will be adjusted based on:

$13.49 per Rentable square foot of office space
$ 9.38 per Rentable square foot of warehouse space
$ 7.63 per Rentable square foot of wareyard cold storage building

13. Unit Costs for Adjustment: In accordance with Paragraph 3.1 of the Solicitation for Offers No. NCL-04-0266 titled Unit Cost For Adjustments; the following unit costs will be used to make any upward or downward adjustments if the specified quantities are not provided by the Lessor, or if they are exceeded by the Government. All costs are to provide and install.

ITEM DESCRIPTION	UNIT MEASURE MENT	Quantity Required	Cost per Unit	Total Cost
Duplex Telephone/Data Outlet (Wall) with 1 Cable	Each	2	180.00	360.00
Duplex Telephone/Data Outlet (Wall) with 2 Cables	Each	115	288.00	33,120.00
Duplex Telephone/Data Outlet (Wall) with 4 Cables	Each	289	506.00	146,234.00
Duplex Telephone/Data Outlet (Ceiling) with 4 Cables	Each	3	485.00	1,455.00
Duplex Telephone/Data Outlet (Floor) with 2 Cables	Each	6	357.00	2,142.00
Duplex Telephone/Data Outlet (Floor) with 4 Cables	Each	32	575.00	18,400.00
Telephone/Data Junction Boxes for Systems Furniture with 8 cables (Will Service 2 Workstation Pod)	Each	10	1,154.00	11,540.00
Telephone/Data Junction Boxes for Systems Furniture with 16 cables (Will Service 4 Workstation Pod)	Each	13	2,028.00	26,364.00
Telephone/Data Junction Boxes for Systems Furniture with 24 cables (Will Service 6 Workstation Pod)	Each	6	2,904.00	17,424.00
Telephone/Data Junction Boxes for Systems Furniture with 32 cables (Will Service 8 Workstation Pod)	Each	3	3,775.00	11,325.00
2" by 4" Junction/Pull Box with a 2" conduit Stubbed Above the Ceiling	Each	16	138.00	2,208.00
Duplex Electrical Outlet (120V 20A) (Wall)	Each	699	122.00	85,278.00
Fourplex Electrical Outlet (120V 20A) (Wall)	Each	86	139.00	11,954.00
Duplex Electrical Outlet (120V 20A) (Ceiling)	Each	3	366.00	1,098.00
Duplex Electrical Outlet (120V 20A) (Floor)	Each	6	568.00	3,408.00
Dedicated Duplex Electrical Outlet (120V 20A) (Wall)	Each	36	316.00	11,376.00
Duplex Electrical Outlet-GFI (120V 20A) (Wall)	Each	103	163.50	16,840.50
Duplex Electrical Outlet- Isolated Ground (120V 20A) (Wall)	Each	14	251.00	3,514.00
Junction Box for Systems Furniture with **One** Dedicated 120 volt 20 amp circuit (Will Service 2 Workstation Pod)	Each	10	435.00	4,350.00
Junction Box for Systems Furniture with **Two** Dedicated 120 volt 20 amp circuit (Will Service 4 Workstation Pod) 8 Duplex Outlets per Circuit (Three Duplex per Work Station)	Each	13	476.00	6,188.00

Junction Box for Systems Furniture with **Three** Dedicated 120 volt 20 amp circuit (Will Service 6 or 8 Workstation Pod)	Each	9	407.00	3,663.00
Duplex Electrical Outlet (120V 20A) (Wall, Weatherproof)	Each	29	153.00	4,437.00
Powerpole (120V 20A) that Houses a Minimum of 4 General Purpose Outlets with a Separate Channel for 4 Data/Telephone Outlets	Each	4	1,035.00	4,140.00
Overhead Retractable Duplex Electrical Outlet (120V 20A)	Each	6	1,050.00	6,300.00
220/240 Volt 20 Amp Dedicated Single Phase Outlet	Each	4	695.00	2,780.00
220/240 Volt 30 Amp Dedicated Single Phase Outlet	Each	2	315.00	630.00
220/240 Volt 35 Amp Dedicated Single Phase Outlet	Each	1	590.00	590.00
220/240 Volt 50 Amp Dedicated Isolated Ground Single Phase Outlet	Each	1	750.00	750.00
220/240 Volt 60 Amp Dedicated Single Phase Outlet	Each	1	620.00	620.00
220/240 Volt 100 Amp Dedicated Single Phase Outlet	Each	1	2,940.00	2,940.00
120/208 Volt 20 Amp Dedicated Single Phase Outlet	Each	1	160.00	160.00
120/208 Volt 30 Amp Dedicated Single Phase Outlet	Each	3	563.00	1,689.00
120/208 Volt 50 Amp Dedicated Single Phase Outlet	Each	1	227.00	227.00
Floor to Ceiling Wall Partition	Per Lineal Foot	1000	40.45	40,450.00
Floor to Roof Deck Wall Partition	Per Lineal Foot	1152	81.00	93,312.00
Floor to Roof Deck Wall Partition, STC50 Sound Conditioned	Per Lineal Foot	2403	68.00	163,404.00
Floor to Roof Deck 2-Hour Fire Rated Wall Partition	Per Lineal Foot	302	132.00	39,864.00
3'-0" Interior Solid Core Wood Door with Hardware	Each	84	600.00	50,400.00
3'-0" Interior Solid Core Wood Door with Hardware and 4' x 24" ReLite	Each	31	680.00	21,080.00
3'-0" Interior Solid Core Wood Door 1 1/2 Fire Rated with Hardware and 4' x 24" ReLite	Each	3	750.00	2,250.00
4'-0" Interior Solid Core Wood Door with Hardware and 4' x 24" ReLite	Each	8	790.00	6,320.00
3'0" Steel Door	Each	2	580.00	1,160.00
3'-0" Glass Exterior Door	Each	8	900.00	7,200.00
Automatic Exterior Double Doors	Each	2	5,000.00	10,000.00
Passage Lockset (commercial)	Each	81	130.00	10,530.00
Privicy Lockset (commercial)	Each	6	120.00	720.00
Contact/Contactless Combination SMART Card Reader (Model #6732 SEIWG)	Each	40	750.00	30,000.00
SMART Card Controller (Model #M2000-8/50K-8-PKG-SEIWG) Capable of controlling ________ readers.*	Each	5	4,960.00	24,800.00
Sidelight Window	Each	38	100.00	3,800.00
9' High, 9 Gauge, Chainlink Fencing with Rails & Posts	Each	759	36.00	27,324.00
8' by 4' Wide Sliding Gate	Each	3	770.00	2,310.00
8' by 6' Wide Sliding Gate	Each	8	800.00	6,400.00
42" Wide by 80" High Personnel Gate	Each	2	760.00	1,520.00
3'-0" Exterior Door with Hardware and 4' x 18" ReLite	Each	18	750.00	13,500.00
Overhead Door 10' high by 10' wide	Each	13	1,400.00	18,200.00
Overhead Door 12' high by 12' wide	Each	2	2,000.00	4,000.00
Total Unit Costs				$1,022,048.50

14. Reimbursable Items: The Lessor hereby agrees to provide and install the following work items. The Government agrees to reimburse the Lessor upon completion of the work, inspection and acceptance of the leased space by the Government, upon receipt of an acceptable invoice by the Lessor. Payment will be made based upon the following negotiated and agreed upon costs. All costs are for newly provided and installed items only:

Item	Unit Measurement	Quantity	Cost Per Unit	Total Cost
Brochure racks will be wall mounted maple with acrylic racks	Per Lineal Foot	1	150.00	150.00
Main Vestibule Maple Cabinets	Per Lineal Foot	1	270.00	270.00
Video Projection Lift Platforms	Each	3	600.00	1,800.00
Nexus Floor System in Training Room (1,000 Square Feet)	Per Square Foot	1	17.00	17.00
Forest Health Protection Lab (FHPL) Backflow Preventor on sink	Each	3	300.00	900.00
FHPL Emergency Lighting in Dirty Lab	Each	1	242.00	242.00
FHPL Sewer & hot & Colt hookups for three government provided stainless steel double sinks	Each	3	900.00	2,700.00
FHPL Emergency Lighting in Clean Lab	Each	1	242.00	242.00
FHPL Two Pocket Doors for Forest Health Protection Lab	Each	2	350.00	700.00
FHPL 120 volt 20 amp power for government installation of a Barnstead Distiller that is equipped with a disconnect for the power (2 amps) and an emergency shutoff for the water.	Each	1	318.00	318.00
FHPL 240 Volt 60 Amp Three Phase Disconnect for Autoclave	Each	1	196.00	196.00
FHPL 500 CFM Exhaust Fan	Each	1	500.00	500.00
FHPL 200 CFM Exhaust Fan	Each	1	450.00	450.00
FHPL 2 Amp Disconnect and Emergency Shutoff for water	Each	1	400.00	400.00
Hot & Cold Water Hookups and Drain for Washing Machine	Each	1	850.00	850.00
Total Lump Sum Costs				$9,735.00

The Lessor shall remain responsible for maintenance and repair of the above equipment throughout the term of the lease. The Lessor waives any restoration in connection with these items.

15. All access roads which are required as entrances to the site must be paved. During the layout process, the entrances to the site may be moved by the government to accommodate the most efficient use of the site.

16. Paragraph 5.12 Vestibules/Entrances states that all secondary entrances must be equipped with an "eyebrow" roofing system to protect persons from being hit with sudden snow shed falling from the roof when entering or leaving the building. In addition, at any location around the building(s) where show shedding provides a danger to employees, snow guards will be provided at no additional cost to the government.

17. Paragraph 5.1, Drawings and Finish Schedules - The Lessor shall be responsible for providing the initial space layout for the project. The Lessor shall provide an architect to perform the space layout services. The architect will design the space in accordance with the requirements of the lease as well as the desires and directions of the BLM Contracting Officer and tenants that will occupy the space. These services shall be made available within 15 calendar

days of the lease award but no later than 30 calendar days. The Lessor shall coordinate with the Contracting Officer to establish the date of the layout design meeting.

18. The present layout design will be adjusted to provide the majority of the partitioned area on the interior of the space. The window locations may be adjusted to have windows around the entire building. The Lessor agrees to provide the maximum amount of glass without exceeding the specified ASHRAE/IES 90.1-1989 Standards.

19. The CMU Veneer used for the exterior of the building is a nominal 4" thick.

20. All parking spaces are 10' by 20', unless otherwise stated, with aisle space of 26 feet wide in order to accommodate two-way traffic.

21. In order to meet and exceed the Energy Star Score of 75, the annual rental rate includes but is not limited to the following mechanical and electrical features as well as energy efficient technologies. All of the following enhancements must meet or exceed all of the Solicitation minimum requirements – any deviation from the minimum Solicitation requirements requires Contracting Officers written approval.

- High Efficiency motors on pumps, fans, etc.
- Variable pumping on hot water heating and chilled water
- VAV airflow with VFD's on air handlers
- 84% efficient boilers versus standard 80% efficient
- Air side economizers on AHU's and dedicated fan coils
- Direct Digital Control for entire building to optimize strategies for energy efficiency
- All fluorescent lighting will be electronic ballasted with T-8 style lamps that meet EPA's TCLP test
- Small areas will utilize occupancy sensors with "Daylight Harvesting" features. Larger areas will have zone controls with multi-level switching capabilities
- Will utilize a 1.0-watts per square foot formula for out lighting layouts providing this formula will meet the minimum SFO requirements for lighting
- All exit signage will be L.E.D. style
- Exterior lighting will be "pulse-Start" metal halide style H.I.D. fixtures with photocell/time clock control
- Variable Frequency Drives will be used for some of the HVAC equipment control
- Green Technology will be provided in accordance with the SFO requirements

22. The wareyard fence will be equipped with a top rail and three strands of barbed wire.

23. All SMART card readers shall be the contact/contactless type.

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(*Short Form*)

1 LEASE NUMBER

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately ______________ rentable square feet of ______________________________ space located in ______________ for occupancy not later than ______________ (date) for a term of ________________. Rentable space must yield a minimum of ______________ square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.

INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS ______________________________________.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

Offered space must meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) Standard No. 101, Life Safety Code or equivalent prior to occupancy. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in NFPA Standard No. 101, must be protected by an automatic sprinkler system or an equivalent level of safety. Access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs will be counted as one stairway; open-air exterior fire escapes will not be counted as an approved exit. If offered space is located 3 or more floors above the lowest level of fire department vehicle access, additional fire alarm system and automatic sprinkler system requirements may apply.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from _________ a.m. to _________ p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Lessor shall complete any necessary alterations within _________ days after receipt of approved layout drawings.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

☐ HEAT	☐ TRASH REMOVAL	☐ ELEVATOR SERVICE	☐ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☐ OTHER (Specify below)
☐ ELECTRICITY	☐ CHILLED DRINKING WATER	☐ WINDOW WASHING		
☐ POWER (Special Equip.)	☐ AIR CONDITIONING	Frequency __________	☐ PAINTING FREQUENCY	
☐ WATER (Hot & Cold)	☐ TOILET SUPPLIES	☐ CARPET CLEANING	Space ______________	
☐ SNOW REMOVAL	☐ JANITORIAL SERV & SUPP.	Frequency __________	Public Areas __________	

3. OTHER REQUIREMENTS

Offerors should also include the following with their offers:

The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations.

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4 BASIS OF AWARD

☐ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65 1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."

☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE ☐ APPROXIMATELY EQUAL TO PRICE ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE (Listed in descending order, unless stated otherwise):

For a PDF version of GSA Form 3626, go to
http://contacts.gsa.gov/webforms.nsf/0/FABA89FA6AC13F7185256C0F0045ED04/$file/3626_05_05.pdf#search=%22real%20property%20lease%203626%22

PART II - OFFER *(To be completed by Offeror/Owner)*

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

5. NAME AND ADDRESS OF BUILDING *(Include ZIP Code)*	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S)	b. ROOM NUMBER(S)
	c. RENTABLE SQ FT	d. TYPE .. GENERAL OFFICE .. OTHER *(Specify)* .. WAREHOUSE

B. TERM

To have and to hold, for the term commencing on ______________________ and continuing through ______________________ inclusive. The Government may terminate this lease at any time on or after ______________________, by giving at least ____________ days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. AMOUNT OF ANNUAL RENT	9. MAKE CHECKS PAYABLE TO *(Name and address)*
8. RATE PER MONTH	

10a. NAME AND ADDRESS OF OWNER *(Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)*

10b. TELEPHONE NUMBER OF OWNER	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING .. OWNER .. AUTHORIZED AGENT .. OTHER *(Specify)*	
12. NAME OF OWNER OR AUTHORIZED AGENT	13. TITLE OF PERSON SIGNING	
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT	15 DATE	16 OFFER REMAINS OPEN UNTIL 4:30 P.M. *(Date)*

PART III - AWARD *(To be completed by Government)*

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

17a. NAME OF CONTRACTING OFFICER *(Type or Print)*	17b. SIGNATURE OF CONTRACTING OFFICER	17c. DATE

For a PDF version of GSA Form 3626, go to
http://contacts.gsa.gov/webforms.nsf/0/FABA89FA6AC13F7185256C0F0045ED04/$file/3626_05_05.pdf#search=%22real%20property%20lease%203626%22

Building Number: ____________

Building Name: ____________

Address: ____

WAIVER OF RESTORATION

The Government is in need of certain alterations to the space it occupies to adapt the space to meet its operational needs. I/We acknowledge the fact that the Government has the right to alter its leased space in accordance with paragraph 4 of Standard Form 2-A "General Provisions and Instructions."

I/We hereby waive any future rights to restoration as a result of the alterations described as follows:

_____ I am interested in performing this work.

_____ I am not interested in performing this work. You may proceed to contract with other sources.

All other terms and conditions of the lease shall remain in full force and effect.

Accordingly, I/We hereby waive any right of restoration, effective this _____ day of _____, 20___.

By: _______________

Title: _______________

The undersigned certifies that the Lessor has willfully waived his rights to restoration for the above referenced alterations during the terms of the lease.

____

Contracting Officer Signature

____

Date

Lease Closeout Checklist

	YES	NO	COMMENTS
1. Terminal condition survey report complete			
2. Lessor acceptance and release signed?			
3. Keys turned over to lessor with receipt in lease file?			
If keys are not returned, is attempt to return document?			
4. All Government property removed from premises?			
If Government property is not removed, is documentationh for abandonment in place in both lease file and personal property file?			
5. Is restoration necessary?			
6. All service contractors notified?			
7. Telephone company notified?			
8. Utility companies notified?*			
9. Final payment made?			
10. Lease file complete?			
11. Notification to finance office that lease is no longer active?			

*Only required when paid by the Government.

MOVE CHECKLIST

THE FOLLOWING IS PROVIDED TO HELP MAKE YOUR MOVE EASIER.

PLEASE REVIEW THE FOLLOWING TO ENSURE THESE ASPECTS OF THE MOVE ARE COVERED.

EXISTING EQUIPMENT

WHAT NEEDS TO BE MOVED?

WHAT NEEDS TO STAY?

WHAT NEEDS TO BE TURNED IN AS EXCESS?

WHAT EXISTING FEATURES OF THIS SPACE DO YOU WANT AT THE NEW SPACE (SHELVES, LOCKERS, ETC.?

WHAT CHANGES DO YOU WANT IN THE NEW SPACE (SPECIAL LIGHTING, PROJECTORS, ETC.)?

MOVE

WHO WILL BE HANDLING YOUR PHONE SERVICE, DISCONNECT AND RECONNECT?

WHO WILL MOVE THE FURNITURE?

WHO WILL PROVIDE A FURNITURE PLAN FOR THE NEW SPACE?

WHO WILL PROVIDE THE ELECTRICIAN FOR CONNECTION OF SYSTEMS FURNITURE?

WHO WILL INSTALL YOUR DATA CONNECTIONS FOR YOUR COMPUTERS?

LOGISTICS

HOW LONG WILL THE OFFICE BE CLOSED TO THE PUBLIC?

WILL YOU NEED TO NOTIFY THE PUBLIC OF YOUR MOVE?

WILL YOU NEED TO CHANGE YOUR BUSINESS CARDS OR STATIONERY?

HOW WILL YOU NOTIFY ALL YOUR CLIENTS AND VENDORS?

YOUR BUILDING MANAGER IS:

IF GSA-PROVIDED SPACE, UPON REQUEST, GSA MAY HANDLE THE MOVE OF FURNITURE AND THE TELEPHONE CONNECTIONS.

EXISTING SPACE

WHAT ARE ISSUES OF CONCERN IN EXISTING SPACE?

DO YOU HAVE ANY PERSONNEL THAT REQUIRE ACCESSIBLE SPACE?

WHAT THREE THINGS WOULD YOU LIKE TO CHANGE ABOUT YOUR EXISTING SPACE?

WHAT THREE THINGS WOULD YOU MOST LIKE TO SEE IN YOUR NEW SPACE?

ADDITIONAL QUESTIONS CONCERNING THE MOVE AND LEASE

Template for Bureau 5-Year Space Management Plans

BACKGROUND:

The bureau 5-Year Space Management Plan provides a framework, strategic vision and plan of action for effective bureau space management. It will be a dynamic document to be used by bureau management for implementing bureau space goals, including consolidation, collocation and disposal. The Department will develop a multi-year strategic plan, based on the bureau 5-Year Space Management Plans, to ensure that facility acquisitions, lease renewals and relocations are driven by mission-related needs. Priority will be placed on collocation, consolidation and improved partnership relations. Using information provided by the bureaus on current and future year lease plans, anticipated lease expirations, renewals, and relocations, the Department Space Coordination Office (SCO),will help the bureaus to identify opportunities for collocation, consolidation and other actions to improve space utilization and mission support.

The DOI Departmental Manual, DM 425, provides the overall structure, policy, and mission for the Department-wide space management program. Specifically, 425 DM 2.8 contains the requirement for all bureaus to, at a minimum, develop multi-year space management plans.

The first bureau 5-Year Space Management Plan, covering fiscal years 2007 though 2013, is to be submitted to the Department's Office of Acquisition and Property Management (PAM) by November 15, 2006. Updates are then submitted annually each September 15 covering the upcoming fiscal year, and the budget year plus four out-years. The plan should align with the current OMB Circular A-11, Exhibit 54 submission.

PLAN BOILERPLATE:

The bureau plans will consist of the following components:

- Portfolio Description,
- Year Overview for each FY the plan covers, and
- "(Bureau) Action Items for FY XX" chart for each of the fiscal years.

The Portfolio Description section will consist of the following narrative information:

- Structure of bureau's space management portfolio broken down by owned, direct leased and GSA-provided.
- Description of the organizational responsibilities for space management within the bureau.
- Contact information for the bureau space manager, real property manager, and lead direct leasing contracting officer, as appropriate.

The Year Overview for each of the fiscal years addressed should consist of the following narrative information:

- Discussion of overall bureau strategic direction for space management during the year covered. At a minimum, this should address the following questions:
    - What actions to improve bureau space management are occurring that year? Are space requirements increasing or decreasing? Why? How is the bureau split between owned, direct leased and GSA-provided space being managed?

  - Is the total portfolio still needed and relevant? What are the locations with opportunities for disposal/consolidation? What new requirements are being addressed by the bureau this year? How are mission changes reflected in space changes?
  - Are there opportunities for collocations and have they been pursued? If not, why not?
  - Do consolidation opportunities exist and what planning will be done to ensure they occur?
  - Have changes in the bureau's mission affected space requirements? Explain in detail.
- Identification of major changes in space requirements,
- Details on any major reallocation of space between the three areas (Direct Leased, GSA-provided, and Owned),
- Explanation of any program changes directly impacting space requirements, and
- Details on all planned end of life-cycle space dispositions.

Accompanying the Year Overview for each fiscal year, the bureau will provide a completed (Bureau) Action Items for FY XX chart (template included with this guidance). This chart contains all:

- direct leases expiring and planned new leases during the FY,
- GSA-provided space with new, ending and renewing Occupancy Agreements that FY, and
- owned space that will be constructed or disposed of during the FY.

Costs included in the chart should reflect the savings from changes or the increased costs from the changes. Savings are indicated as negative numbers.

Attachments with detailed explanations of individual entries are encouraged, but not required. For those areas where significant costs or savings are expected, include supporting justifications. Significant costs are defined as those over $500K.

5-YEAR SPACE MANAGEMENT PLAN TEMPLATE

(Bureau) Action Items for FY (XX)											
GSA-provided Space											
Property ID	Occpancy Agreement Number	Building Name	Street Address	City	State	Occupancy Agreement Expiration Date	Number of Individuals at Location	Rentable Square Feet	Type of General Purpose Space (office, warehouse, laboratory or housing)	Planned Actions (renewal, release, relocation, etc.)	Annual GSA Billing Total

(Bureau) Action Items for FY (XX)

Direct Leases

FRPP ID Number	Property Name	Street Address	City	State	Lease Expiration Date	Number of Individuals at Location	Rentable Square Feet	Type of General Purpose Space (office, warehouse, laboratory or housing)	Planned Actions (renewal, release, etc.)	Annual Direct Lease Cost

5-YEAR SPACE MANAGEMENT PLAN TEMPLATE

APPENDIX R

(Bureau) Action Items for FY (XX)

Owned General Purpose Space

FRPP ID Number	Property Name	Street Address	City	State	Date of Action	Number of Individuals at Location	Rentable Square Feet	Type of General Purpose Space (office, warehouse, laboratory or housing)	Planned Actions (new construction, disposal, consolidation, etc.)	Cost of Construction / Disposition / Consolidations etc.

Leasing Data for GSA Report - Lease Delegation Survey

Appendix S

LEASE DELEGATION SURVEY: ***Insert Bureau or Office Name***

Agency	Bureau	Property Street Address	Property Street Address 2	City	State	Zip	Rentable Square Feet	Annual Rental Rate per SF	Space Type (Office, Special, Storage, etc.)	Effective Net Annual Rent	Date of Clearance from PBS ARA	Lease Award Date	Lease Term	Lease Expiration Date	Comments
DOI															
DOI															
DOI															
DOI															
DOI															
DOI															
DOI															

CHARGEBACKS (FY04)

I. AGENCY IDENTIFICATION Agency Name: Department of Government Bureau Name: US Bureau of Indian Affair GSA Bureau Code: 1409	PROPERTY IDENTIFICATION					GSA BILLING INFORMATION						AGENCY INFORMATION					DIFFERENCES				
	GSA Region No	Real Property ID	Building Name	City	State	CBR* No	CBR* EffectiveDate	No of Parking Spaces	Rentable** SF	Annual*** Rent	Part-Year Rent	Effective Date	No of Parking Spaces	Rentable** SF	Annual*** Rent	Part year Rent	No of Parking Change	Rentable SF Change	Rent Annual Change	Rent Part-Year Change	Explanation of Change
II. APRIL 2004 GSA BILL (Annual Rental Cost)									1,180,555	$ 18,319,771											
III. AGENCY ADJUSTMENTS TO THE BILL																					
Based on FY 2004 actual inventory changes																					
and resolved or unresolved chargebacks.	9	CA0999	Hypothetical Bldg.	San Jose	CA	CA0045900			10,000	$ 170,000	$ 170,000	10/1/2004		-	$ -	$ -	-	(10,000)	($170,000)	($170,000)	Vacated
	9	AZ0032	Hypothetical Bldg.	Tucson	AZ	AZ0000035	01/01/01		20,000	$ 328,824	$ 54,804	12/1/2004		20,000	$ 282,667	30,445.00	-	-	($46,157)	($24,359)	MOU Difference
	5	IL0000	Parking Facility	Chicago	IL	IL00000000		100		$ 120,000	$ 120,000	10/1/2004	50		$ 80,000	$ 60,000	(50)	-	($40,000)	($60,000)	Parking Difference
	5	IL0001	Hypothetical Bldg.	Chicago	IL	IL00000001			10,000	$ 250,000	$ 62,500	10/1/2004		10,000	$ 200,000	$ 50,000	-	-	($50,000)	($12,500)	Rate Difference
																	-	-	$ -	$ -	
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Subtotal:								100	40,000	$ 868,824	407,304			30,000	562,667	160,445	(50)	(10,000)	(306,157)	(246,859)	

*CBR: Client Billing Record is the agency's space assignment in a building.
**Note: GSA has changed its space measurement from usable to rentable square feet. Therefore, the total rentable square feet will be higher than the total usable square feet. However, this has no impact on the total dollar amount.
***Annual Rent: Information required for this year calculations.

FY04

I. AGENCY IDENTIFICATION Agency Name: Department of Government Bureau Name: US Bureau of Indian Affair GSA Bureau Code: 1409	PROPERTY IDENTIFICATION					GSA BILLING INFORMATION					AGENCY INFORMATION			DIFFERENCES					
	GSA Region No	Real Property ID	Building Name	City	State	CBR* No	CBR* EffectiveDate	No of Parking Spaces	Rentable** SF	Annual*** Rent	No of Parking Spaces	Rentable** SF	Annual*** Rent	Project Effective Date	No of Parking Change	Rentable SF Change	Rent Annual Change	Rent Part-Year Change	Explanation of Change
II. APRIL 2004 GSA BILL (Annual Rental Cost)									1,180,555	$ 18,319,771				10/01/03					
III. PLANNED CHANGES IN INVENTORY	7		Building A	Dallas	TX				2,884	$ 65,784		4,600	$ 84,000	07/15/04	0	1,716	$18,216	$4,554	Space increase
From 4/15/04 to 9/14/04	1		Building B	Lowell	MA				8,448	$ 126,382		13,131	$ 340,749	07/15/04	0	4,683	$214,367	$53,592	Space increase
	1		Building C	Portland	ME				11,216	$ 266,931		11,055	$ 153,808	07/15/04	0	(161)	($113,123)	($28,281)	Space reduction
	10	AK3213	Building D	Ankorage	AK	AK0003918			3,680	$ 61,744		4,232	$ 58,000	07/01/04	0	552	($3,744)	($936)	Succeeding
	1	MA5507	Building E	Malden	MA	MA0004191			8,855	$ 120,447		-	$ -	07/30/04	0	(8,855)	($120,447)	($30,075)	Vacating
	10	OR3350	Building F	Portland	OR	OR0003965			5,000	$ 100,000		-	$ -	07/15/04	0	(5,000)	($100,000)	($25,000)	Vacating
	1	MA5336	Building G	Hyannis	MA	MA0004183			6,497	$ 110,762		20,000	$ 400,000	07/18/04	0	13,503	$289,238	$48,206	New space
	1	NH8093	Building H	Nashua	NH	NH0054151			6,498	$ 110,763		30,000	$ 600,000	07/20/04	0	23,502	$489,237	$81,540	Replacing
	1	ME4183	Building I	Rumford	ME	ME0004458			2,881	$ 39,654		40,000	$ 80,000	07/13/04	0	37,119	$40,346	$10,087	Replacing
	1	MA5585	Building J	Salem	MA	MA0004197			7,785	$ 135,914		50,000	$ 1,000,000	09/09/04	0	42,215	$864,086	$72,007	New lease
															-	-	$ -	$ -	
															-	-	$ -	$ -	
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															-	-	$ -	$ -	
Subtotal:									63,744	1,135,381		173,018	$ 2,716,557		0	109,274	$ 1,578,176	$ 195,694	

*CBR: Client Billing Record is the agency's space assignment in a building.
**Note: GSA has changed its space measurement from usable to rentable square feet. Therefore, the total rentable square feet will be higher than the total usable square feet. However, this has no impact on the total dollar amount.
***Annual Rent: Information required for this year calculations.

FY05

I. AGENCY IDENTIFICATION		PROPERTY IDENTIFICATION					GSA BILLING INFORMATION					AGENCY INFORMATION			DIFFERENCES					
Agency Name: Bureau Name: GSA Bureau Code:	Department of Government US Bureau of Indian Affair 1409	GSA Region No	Real Property ID	Building Name	City	State	CBR* No	CBR* Effective Date	No of Parking Spaces	Rentable** SF	Annual*** Rent	No of Parking Spaces	Rentable** SF	Annual*** Rent	Project Effective Date	No of Parking Change	Rentable SF Change	Rent Annual Change	Rent Part-Year Change	Explanation of Change
II. GSA FY2005 BUDGET ESTIMATE (as the base)										1,180,555	$ 20,359,845				10/01/04					
III. PLANNED CHANGES IN INVENTORY																	-	$ -	$ -	
From 9/15/04 to 9/14/05		1		Hypothetical Bldg	Hyannis	MA				8,497	$ 110,762		20,000	$ 400,000	05/30/05	-	13,503	$ 289,238	$ 96,413	Expansion
		1		Hypothetical Bldg	Nashua	NH				5,498	$ 110,763		30,000	$ 600,000	05/30/05	-	23,502	$ 489,237	$ 163,079	Expansion
		1		Hypothetical Bldg	Rumford	ME				2,881	$ 39,654		40,000	$ 80,000	07/01/05	-	37,119	$ 40,346	$ 10,067	Expansion
		1		Hypothetical Bldg	Salem	MA				7,785	$ 135,914		50,000	$ 1,000,000	08/01/05	-	42,215	$ 864,086	$ 72,007	New
																-	-	$ -	$ -	
																-	-	$ -	$ -	
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Subtotal:										23,661	$ 397,093		$ 140,000	$ 2,080,000			116,339	$ 1,682,907	$ 341,585	
IV. REQUESTED PROGRAM CHANGES IN INVENTORY																	-	$ -	$ -	
FY2005 Only	Special Task Force												10,000	$ 200,000	05/18/05	-	10,000	$ 200,000	$ 66,667	New Space
	Enhancing Program												30,000	$ 600,000	05/31/05	-	30,000	$ 600,000	$ 200,000	New Space
	Performance Measuring												40,000	$ 800,000	07/12/05	-	40,000	$ 800,000	$ 200,000	New Space
	Customer Satisfaction Initiative												50,000	$ 1,000,000	09/08/05	-	50,000	$ 1,000,000	$ 83,333	New Space
																-	-	$ -	$ -	
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Subtotal:										$ -	$ -	$ -	$ 130,000	$ 2,600,000			130,000	$ 2,600,000	$ 550,000	

*CBR: Client Billing Record is the agency's space assignment in a building.

**Note: GSA has changed its space measurement from usable to rentable square feet. Therefore, the total rentable square feet will be higher than the total usable square feet. However, this has no impact on the total dollar amount.

***Annual Rent: Information required for out year calculations.

I. AGENCY IDENTIFICATION Agency Name: Department of Government Bureau Name: US Bureau of Indian Affair GSA Bureau Code: 1409		PROPERTY IDENTIFICATION					GSA BILLING INFORMATION					AGENCY INFORMATION			DIFFERENCES					
		GSA Region No	Real Property ID	Building Name	City	State	CBR* No	CBR* Effective Date	No of Parking Spaces	Rentable** SF	Annual*** Rent	No of Parking Spaces	Rentable** SF	Annual*** Rent	Project Effective Date	No of Parking Change	Rentable SF Change	Rent Annual Change	Rent Part-Year Change	Explanation of Change
II. GSA FY2006 BUDGET ESTIMATE (as the base)										1,180,555	$ 22,349,406				10/01/05					
III. PLANNED CHANGES IN INVENTORY																	-	$ -	$ -	-
From 9/15/05 to 9/14/06		2		Hypothetical Bldg	New York	NY				8,000	$ 200,000		40,000	$ 800,000	05/30/06	-	32,000	$ 600,000	$ 200,000	Replacement
		1		Hypothetical Bldg	Nashua	NH				7,500	$ 150,000		30,000	$ 600,000	05/30/06	-	22,500	$ 450,000	$ 150,000	Replacement
		9		Hypothetical Bldg	San Mateo	CA				5,000	$ 100,000		40,000	$ 800,000	07/01/06	-	35,000	$ 700,000	$ 175,000	Expansion
		1		Hypothetical Bldg	Salem	MA				8,000	$ 150,000		100,000	$ 2,000,000	09/01/06	-	92,000	$ 1,350,000	$ 154,167	New
																-	-	$ -	$ -	
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Subtotal:										28,500	600,000		210,000	$ 4,200,000			181,500	$ 3,600,000	$ 679,167	
IV. REQUESTED PROGRAM CHANGES IN INVENTORY																	-	$ -	$ -	
FY 2006 Only	Special Study												10,000	$ 200,000	05/15/06	-	10,000	$ 200,000	$ 56,667	New Space
	Task Force												30,000	$ 600,000	05/31/06	-	30,000	$ 600,000	$ 200,000	New Space
	Special Study												40,000	$ 80,000	07/12/06	-	40,000	$ 80,000	$ 20,000	New Space
	Task Force												50,000	$ 1,000,000	09/08/06	-	50,000	$ 1,000,000	$ 83,333	New Space
																-	-	$ -	$ -	
																-	-	$ -	$ -	
																-	-	$ -	$ -	
																-	-	$ -	$ -	
																-	-	$ -	$ -	
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																-	-	$ -	$ -	
																-	-	$ -	$ -	
																-	-	$ -	$ -	
																-	-	$ -	$ -	
																-	-	$ -	$ -	
Subtotal:													$ 130,000	$ 1,880,000			130,000	$ 1,880,000	$ 370,000	

*CBR: Client Billing Record is the agency's space assignment in a building.
**Note: GSA has changed its space measurement from usable to rentable square feet. Therefore, the total rentable square feet will be higher than the total usable square feet. However, this has no impact on the total dollar amount.
***Annual Rent: Information required for out year calculations.

Space Budget Justification

Agency: Department of Government
Bureau: US Bureau of Indian Affair
GSA Bureau Code: 1409
Date: mm/dd/yy

Department of Government
(obligations in thousands of dollars)

	FY 2004 Sq. Ft.	FY 2004 $	FY 2005 Sq. Ft.	FY 2005 $	FY 2006 Sq. Ft.	FY 2006 $	FY 2007 Sq. Ft.	FY 2007 $
OMB approved inflation factor:		1.70%		1.70%		1.50%		1.50%
PART 1: RENTAL PAYMENTS TO GSA								
GSA rent estimate	1,180,555	$18,320	1,180,555	$20,360	1,180,555	$22,349	1,180,555	$22,685
Agency adjustments to the bill:								
Chargebacks:	(10,000)	($347)	(10,000)	($311)	(10,000)	($316)	(10,000)	($321)
Other adjustments	0	$0						
Statutorily imposed rent caps	0	$0						
Planned changes to inventory:								
FY2004	109,274	$196	109,274	$1,605	109,274	$1,629	109,274	$1,654
FY2005			116,339	$342	116,339	$1,708	116,339	$1,734
FY2006					181,500	$679	181,500	$3,654
FY2007							114,500	$0
Requested program changes:								
FY2004			130,000	$550	130,000	$2,639	130,000	$2,679
FY2005					130,000	$370	130,000	$1,908
FY2006							220,000	$0
FY2007								
Total, net rental payments to GSA	**1,279,829**	**$18,269**	**1,526,168**	**$22,545**	**1,837,668**	**$29,059**	**2,172,168**	**$33,992**
FUNDING SOURCES FOR RENTAL PAYMENTS to GSA								
Funded by direct appropriations:								
Account title and ID code:								
Acct. 1 Salaries and expenses 016-10-1166		$5,812		$6,872		$9,000		$10,000
Acct. 2 Miscellaneous Account 017-30-2222		$4,000		$5,867		$6,000		$17,532
Acct. 3		$0		$0		$0		$0
Acct. 4		$0		$0		$0		$0
Acct. 5		$0		$0		$0		$0
Acct. 6		$0		$0		$0		$0
Acct. 7		$0		$0		$0		$0
Acct. 8		$0		$0		$0		$0
Subtotal, direct appropriations		$9,812		$12,739		$15,000		$27,532
Funded by other sources:								
Account title and ID Code:								
Acct. 1 Resources control 016-12-2650		$7,587		$5,513		$6,426		$4,693
Acct. 2 User Fees 016-12-2750		$870		$4,298		$7,649		$3,152
Acct. 3		$0						
Acct. 4		$0		$0		$0		$0
Acct. 5		$0		$0		$0		$0
Acct. 6		$0		$0		$0		$0
Subtotal, other funding sources		**$8,457**		**$9,811**		**$14,075**		**$7,845**
Total funding sources (object class 23.1)		**$18,269**		**$22,550**		**$29,075**		**$35,377**
Control difference		$0		$5		$16		$1,385
PART 2: RENTAL PAYMENTS TO OTHERS								
Non-Federal sources (object class 23.2)	24,000,000	$290,000	25,000,000	$300,000	22,900,000	$275,000	22,900,000	$275,000
Federal sources (object class 25.3)	150,000	$1,800	150,000	$1,800	150,000	$2,000	150,000	$2,000
Total rental payments to others	**24,150,000**	**$291,800**	**25,150,000**	**$301,800**	**23,050,000**	**$277,000**	**23,050,000**	**$277,000**

OMB Circular No. A-11 (2004)

Space Budget Justification Instructions For FY07

The following instructions supplement the requirement in section 54.5 of OMB Circular A-11 by providing specific information "on how to prepare" the supporting detailed information for the space budget justification. Please refer to A-11 for further conceptual guidance.

The attached MS Excel file includes six worksheets. Four of the worksheets - "FY05", "FY06", "FY07", and "FY08" - require agency space information for each of the corresponding fiscal years. The worksheet, called "Corrections (FY05)", accumulates the detailed backup data for reporting all the corrections needed to the GSA April bill.

The sixth worksheet, called "SUM", summarizes the information entered into the five previous worksheets and provides for entry of additional information regarding sources of funds for rental payments to GSA and rental payments to others.

You must submit all worksheets and summary report in the Exhibit 54. This report provides a justification of your agency's budget request for rent. You must submit a separate report for each bureau or subordinate organization that makes rental payments above $5 million annually. Submit a single agency-wide summary report if these costs are paid centrally from one account.

Corrections (FY05) Worksheet

I. AGENCY IDENTIFICATION

Agency Name - Cell B2: Enter the agency's name.
Bureau Name - Cell B3: Enter the agency's bureau name.
GSA Bureau Code - Cell B4: Enter GSA bureau code for the agency.

II. APRIL 2005 GSA BILL

Cell K5: Enter the square feet (Charge basis) as reported on the bureau's GSA April bill.
Cell L5: Calculate and enter the FY 2005 annual rent, as provided by GSA. Computation of this number is as follows:

1) Take the April rent on line D of the bill and multiply by 6. (This is the amount of rent for April through September 2005 as if no changes would occur to the inventory.)
2) Add to that product the Adjustment Subtotal amount from the April rent bill from line E.
3) Add the computed number to the "Year to Date" amount from line F of your **March 2005** bill. (This is the total rent for the fiscal year 2005 with no changes to status quo).

III. AGENCY ADJUSTMENTS TO THE BILL

In this section, enter each correction to rent for FY 2005 on or before the April bill that was not yet reflected on the GSA April bill. Follow the instructions below for each column.

PROPERTY IDENTIFICATION

GSA Region No - Column C: Enter the GSA regional number where the space is located.
Real Property ID - Column D: Enter the ID number for the real property (same as GSA building number) where the space is located.
Building Name - Column E: Enter the building name.
City - Column F: Enter the name of the city where the space is located.
State - Column G: Enter the State.

GSA BILLING INFORMATION

CBR No - Column H: Enter the Client Billing Record (CBR) number for the assignment.
Effective Date - Column I: Only if there is a date discrepancy with the GSA bill, enter the effective date that you are billed for the assignment.
No. of Parking Spaces– Column J: Only if there is a date discrepancy, enter the number of parking spaces on the GSA April bill.
Rentable SF - Column K: Enter the rentable square feet of space as reported on the GSA April bill.
Annual Rent - Column L: Compute and enter the annual rent amount.
Part Year Rent – Column M: Enter the part year rent amount based on the GSA March (YTD) and April (current month) bills.

AGENCY INFORMATION

Effective Date – Column N: If there is a discrepancy with the GSA April bill, enter the Agency's effective date for space occupancy.
No. of Parking Spaces– Column O: Enter the revised number of parking spaces if there is a discrepancy with the GSA bill.
Rentable SF - Column P: Enter the revised rentable square feet.
Annual Rent - Column Q: Compute and enter the revised annual rent amount.
Part Year Rent – Column R: Enter the revised part year rent amount based on the agency's effective date.

DIFFERENCES

No of Parking Change – Column S: Do not enter any value on this column. These cells will be calculated automatically.

Rentable SF Change - Column T: Do not enter any value on this column. These cells will be calculated automatically.

Rent Annual Change - Columns U: Do not enter any value on this column. These cells will be calculated automatically.

Rent Part Year Change – Column V: Do not enter any value on this column. These cells will be calculated automatically.

Explanation of Change - Column W: Enter reasons for change, such as new space, space that has been vacated, etc.

FY05 Worksheet

(This tab is for changes that occur after the April bill through the end of FY05 billing.)

I. AGENCY IDENTIFICATION

Agency Name - Cell B2: This cell will be populated automatically from the "Corrections (FY05)" worksheet.
Bureau Name - Cell B3: This cell will be populated automatically from the "Corrections (FY05)" worksheet.
GSA Bureau Code - Cell B4: This cell will be populated automatically from the "Corrections (FY05)" worksheet.

II. APRIL 2005 GSA BILL

These cells will be populated automatically from the "Corrections (FY05)" worksheet.

III. PLANNED CHANGES IN INVENTORY

In the following rows, enter each of the approved and planned inventory changes from April 15, 2005 to September 14, 2005. Changes from September 15, 2005 should be shown of the FY06 sheet because these changes will be reflected on agency's October 2005 bill (fiscal year 2006). Follow the instructions below for each column.

PROPERTY IDENTIFICATION

Columns C through G: Follow the same instructions as above on page 2 under "PROPERTY IDENTIFICATION".

GSA BILLING INFORMATION

CBR No - Column H: Enter the Client Billing Record (CBR) number for the assignment for which change will occur, if applicable.
Effective Date - Column I: Enter the effective date of the current assignment as reported on the GSA April bill.
No of Parking Spaces- Column J: Enter number of parking spaces as reported on the GSA April bill only if changes are anticipated.
Rentable SF - Column K: Enter the current rentable square feet of space as reported on the GSA April bill.
Annual Rent - Column L: Enter the current annual rent amount for the space as reported on the GSA April bill.

AGENCY INFORMATION

No of Parking Spaces- Column M: Enter number of parking spaces only if changes are anticipated.
Rentable SF - Column N: Enter the new rentable square feet.
Annual Rent - Column O: Enter the new annual rent amount.

DIFFERENCES

Project Effective Date - Column P: Enter the effective date when the change in space and/or rent will occur. The change should be effective anytime from 4/15/05 through 9/15/05. Any planned changes effective after 9/15/05 should be entered in the FY06, FY07 or FY08 worksheets.
Columns Q, R, S, and T: Do not enter any value in these columns. These cells will be automatically calculated.
Explanation of Change - Column U: Enter explanation for planned and proposed projects, such as new space, vacated space, replacing lease, etc.

FY06 Worksheet

I. AGENCY IDENTIFICATION

No entry is required in this section. These cells will be populated automatically from the "Corrections (FY05)" worksheet.

II. GSA FY 2006 RENT ESTIMATE

Cell K5: Enter the FY 2006 square feet as reported on the GSA FY 2006 Revised Rent Estimate.
Cell L5: Enter the FY 2006 annual rent, as reported on the GSA FY 2006 Revised Rent Estimate.

III. PLANNED CHANGES IN INVENTORY

In the following rows, enter each of the approved and planned changes (including projects in the pipeline) from September 16, 2005 to September 15, 2006. Changes after September 15, 2006 should be shown of the FY07 sheet because these changes will be reflected on agency's October 2006 bill (fiscal year 2007). For cell entry instructions, see "FY05 Worksheet – PLANNED CHANGES IN INVENTORY".

IV. REQUESTED PROGRAM CHANGES IN INVENTORY

In the following rows, enter each of the fiscal year 2006 requested program changes.

Column B: Enter the type of program requested in this column, for example, Drug Control Initiatives, Special Taskforce, etc.

PROPERTY IDENTIFICATION
Columns C through G: No entry is required in these columns.

GSA BILLING INFORMATION
Columns H through L: No entry is required in these columns.

AGENCY INFORMATION
No of Parking Spaces– Column M: Enter the projected number of parking spaces if applicable.
Rentable SF – Column N: Enter the projected rentable square feet.
Annual Rent – Column O: Enter the projected FY 2006 annual rent for the required space. To the extent possible, make sure the projected rent reflects the market rate escalated to the fiscal year 2006.

DIFFERENCES
Project Effective Date – Column P: Enter the projected effective date for the required space.
Columns Q, R, S, and T: Do not enter any value in these columns. These cells will be automatically calculated.
Explanation of Change – Column U: Enter type of space required, such as new space, expansion space, space to be vacated, etc.

FY07 Worksheet

I. AGENCY IDENTIFICATION

No entry is required in this section. These cells will be populated automatically from the "Corrections (FY05)" worksheet.

II. GSA FY 2006 RENT ESTIMATE

Cell K5: Enter the FY 2007 square feet as reported on the GSA FY 2007 Rent Estimate.
Cell L5: Enter the FY 2007 annual rent, as reported on the GSA FY 2007 Rent Estimate.

III. PLANNED CHANGES IN INVENTORY

In the following rows, enter each of the approved and planned changes (including projects in the pipeline) from September 16, 2006 to September 15, 2007. Changes after September 15, 2007 should be shown on the FY08 sheet because these changes will be reflected on agency's October 2007 bill (fiscal year 2008). For cell entry instructions, see "FY05 Worksheet – PLANNED CHANGES IN INVENTORY".

IV. REQUESTED PROGRAM CHANGES IN INVENTORY

In the following rows, enter each of the fiscal year 2007 requested program changes.

Column B: Enter the type of program requested in this column, for example, Drug Control Initiatives, Special Taskforce, etc.

PROPERTY IDENTIFICATION
Columns C through G: No entry is required in these columns.

GSA BILLING INFORMATION
Columns H through L: No entry is required in these columns.

AGENCY INFORMATION
No of Parking Spaces– Column M: Enter the projected number of parking spaces if applicable.
Rentable SF – Column N: Enter the projected rentable square feet.
Annual Rent – Column O: Enter the projected FY2007 annual rent for the required space. To the extent possible, make sure the projected rent reflects the market rate escalated to the fiscal year 2007.

DIFFERENCES
Project Effective Date – Column O: Enter the projected effective date for the required space.
Columns P, Q, R, S, and T: Do not enter any value in these columns. These cells will be automatically calculated.
Explanation of Change – Column U: Enter type of space required, such as new space, expansion space, space to be vacated, etc.

FY08 Worksheet

I. AGENCY IDENTIFICATION

No entry is required in this section. These cells will be populated automatically from the "Corrections (FY05)" worksheet.

II. PLANNED CHANGES IN INVENTORY

In the following rows, when available, enter each project in the pipeline that has an expected occupancy date in fiscal year 2008. For cell entry instructions, see "FY08 Worksheet – PLANNED CHANGES IN INVENTORY".

III. REQUESTED PROGRAM CHANGES IN INVENTORY

In the following rows, when available, enter each of the fiscal year 2008 requested program changes.

Column B: Enter the type of program requested, such as special task force, study group, etc.

PROPERTY IDENTIFICATION
Columns C through G: No entry is required in these columns.

GSA BILLING INFORMATION
Columns H through L: No entry is required in these columns.

AGENCY INFORMATION
No of Parking Spaces– Column M: Enter the projected number of parking spaces if applicable.
Rentable SF – Column N: Enter the projected rentable square feet.
Annual Rent – Column O: Enter the projected FY 2008 annual rent for the required space. To the extent possible, make sure the projected rent reflects the market rate escalated to the fiscal year 2008.

DIFFERENCES
Project Effective Date – Column P: Enter the projected effective date for the required space.
Columns Q, R, S, and T: Do not enter any value in these columns. These cells will be automatically calculated.
Explanation of Change - Column U: Enter the type of space required, such as new space, space to be downsized, etc.

SUM Worksheet

Only the light shaded areas require entries. The remaining cells will be calculated automatically.

Date – Cell E9: Please enter today's date.

Please refer to instructions on OMB Circular No. A-11 (2007), for remaining data entry on this sheet.

If you have any questions, please feel free to submit them via email to GSA.PBS.Revenue.Division@gsa.gov or call one of the following:

Ben Kochanski	**202-208-5619**
Mike Geglia	**202-219-0570**

Space Budget Justification, Exhibit 54 - Direct Lease Reporting Format
Backup for Part 2 - Non-Federal Sources

Bureau Name: BLM Bureau Code: 1411	Type of Agreement	Expiration	Building Name	Address	City	State	Rentable SF	Annual Rent	Other Costs *	Comments
FY 2006									*If entered, define.	
	Lease	9/30/2007	Barstow Field Office	625 Park Road	Barstow	CA	2,500	$ 25,000	$ 1,500	Paid to Park Brothers. Other costs include overtime utilities.
FY 2006 Total							2,500	$ 25,000	$ 1,500	
FY 2007										
	Lease	9/30/2007	Barstow Field Office	625 Park Road	Barstow	CA	2,500	$ 25,000	$ 1,610	Paid to Park Brothers. Other costs include overtime utilities.
FY 2007 Planned Changes:								$ -		
FY 2007 Totals:							2,500	$ 25,000	$ 1,610	
FY 2008										
	Lease	New lease; est. 09/30/2012	Barstow Field Office	625 Park Road	Barstow	CA	2,500	$ 28,000	$ 1,725	New lease; plan to stay at existing location. Paid to Park Brothers. Other costs include overtime utilities.
FY 2008 Planned Changes:										
FY 2008 Program Changes -- must be consistent with 2007 budget request:										
FY 2008 Totals:							2,500	$ 28,000	$ 1,725	
FY 2009										
	Lease	9/30/2012 est.	Barstow Field Office	625 Park Road	Barstow	CA	2,500	$ 29,500	$ 1,850	Paid to Park Brothers. Other costs include overtime utilities.
FY 2009 Planned Changes:										
FY 2009 Program Changes -- must be consistent with 2007 budget request:										
FY 2009 Totals:							2,500	$ 29,500	$ 1,850	

	NBC-IT	Interagency Agreement w/BIA	Corporate Oaks One	625 Herndon Parkway	Herndon	VA	1,832	$ 59,000	$ -	Paid to BIA.
FY 2006 Total							**1,832**	**$ 59,000**	$ -	
FY 2007										
	NBC-IT	Interagency Agreement w/BIA	Corporate Oaks One	625 Herndon Parkway	Herndon	VA	1,832	$ 62,000		Paid to BIA.
									$ -	
FY 2007 Planned Changes:								$ -		
FY 2007 Totals:							**1,832**	**$ 62,000**	$ -	
FY 2008										
	NBC-IT	Interagency Agreement w/BIA	Corporate Oaks One	625 Herndon Parkway	Herndon	VA	1,832	$ 67,000	$ -	Paid to BIA.
									$ -	
FY 2008 Planned Changes:										
								$ -		
FY 2008 Program Changes -- must be consistent with 2007 budget request:										
FY 2008 Totals:							**1,832**	**$ 67,000**	$ -	
FY 2009										
	NBC-IT	Interagency Agreement w/BIA	Corporate Oaks One		Herndon	VA	1,832	$ 72,000		Paid to BIA.
									$ -	
FY 2009 Planned Changes:										
								$ -		
FY 2009 Program Changes -- must be consistent with 2007 budget request:										
FY 2009 Totals:							**1,832**	**$ 72,000**	$ -	