

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

**Offeror to Complete Blocks 12, 17, 23, 24, & 30**

1. Requisition Number  
NAAJL200-8-26887

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2. Contract No. WC133A08CQ0056  
3. Award/Effective Date Aug 19, 2008  
4. Order Number

5. Solicitation Number DG1330-08-RQ-0556  
6. Solicitation Issue Date May 31, 2008

7. For Solicitation Information Call:  
a. Name JACKIE A. SHEWMAKER  
jacquelyn.a.shewmaker@noaa.gov

b. Telephone Number (No collect calls) (816)426-7462  
8. Offer Due Date/Local Time May 30, 2008 / 02:00 PM

9. Issued By Code AJ830023  
U.S. DEPT OF COMMERCE/NOAA  
CENTRAL REGION ACQUISITION DIVISION  
601 EAST 12TH STREET, RM. 1756  
KANSAS CITY, MO 64106

10. This Acquisition is  
 Unrestricted  
 Set-Aside 100 % for Small Business  
 Emerging Small Business  
 HUBZone Small Business  
 Service-Disabled Veteran-Owned  
8(a)  
NAICS: 531390  
Size Standard: \$1.5

11. Delivery for FOB Destination Unless Block is Marked.  
 See Schedule  
12. Discount Terms  
Discount: 0%  
Days: 0  
Net due: 30

13a. This contract is a rated order under DPAS (15 CFR 700)  
13b. Rating  
14. Method of Solicitation  
 RFQ  IFB  RFP

15. Deliver To Code AJ570101  
NOAA/REAL PROPERTY FACILITIES & LOGISTICS OFFICE  
SSMC4/ROOM 4162, 1305 EAST WEST HIGHWAY  
SILVER SPRING, MD 20910

16. Administered By Code AJ830023  
U.S. DEPT OF COMMERCE/NOAA  
CENTRAL REGION ACQUISITION DIVISION  
601 EAST 12TH STREET, RM. 1756  
KANSAS CITY, MO 64106

17a. Contractor/Offeror Code 00012961 Facility Code  
PUBLIC PROPERTIES LLC  
509 7TH ST NW  
WASHINGTON DC 200041601  
Telephone No. TIN: 522302093

18a. Payment Will Be Made By Code AJ112012  
FINANCE SYSTEMS ADMIN BRANCH /OFA112  
20020 CENTURY BLVD., CXXI 1-B&D  
GERMANTOWN, MD 20874

17b. Check if Remittance is Different and Put Such Address in Offer.

18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked.  
 See B.4

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	REAL ESTATE BROKER SERVICES				

25. Accounting and Appropriation Data  
26. Total Award Amount (For Govt. Use Only)  
US 0.00

27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda  are  are not attached  
X 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4. 52.212-5 is attached. Addenda  are  are not attached

X 28. Contractor is required to sign this document and return 1 copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.  
29. Award of Contract: Reference \_\_\_\_\_ Offer Dated \_\_\_\_\_ Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:

30a. Signature of Offeror/Contractor  
31a. United States of America (Signature of Contracting Officer)

30b. Name and Title of Signer (Type or Print)  
30c. Date Signed  
31b. Name of Contracting Officer (Type or Print)  
DONITA S. MCCULLOUGH  
donita.s.mccullough@noaa.gov  
31c. Date Signed

32a. Quantity in Column 21 Has Been  
 Received  Inspected  Accepted, and Conforms to the Contract, Except as Noted: \_\_\_\_\_

32b. Signature of Authorized Government Representative  
32c. Date  
32d. Printed Name and Title of Authorized Government Representative

32e. Mailing Address of Authorized Government Representative  
32f. Telephone Number of Authorized Government Representative  
32g. E-mail of Authorized Government Representative

33. Ship Number  
 Partial  Final  
34. Voucher Number  
35. Amount Verified Correct For  
36. Payment  
 Complete  Partial  Final  
37. Check Number

38. S/R Account Number  
39. S/R Voucher Number  
40. Paid By

41a. I certify this account is correct and proper for payment  
42a. Received By (Print)

41b. Signature and Title of Certifying Officer  
41c. Date  
42b. Received At (Location)  
42c. Date Rec'd (YY/MM/DD)  
42d. Total Containers

**SCHEDULE Continued**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	<p>This is an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract for national real estate broker services for the Real Property Management Division in Silver Spring, MD. Services are to be performed in accordance with the Statement of Work in Section C and the terms and conditions contained herein.</p> <p>To acquire a variety of real estate support services under an IDIQ contract.</p>				NO COST

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## SECTION C

### B.1 SERVICES

This is a contract for national real estate broker service contracts. The contracts are to support the Real Property Management Division in Silver Spring, MD, and four regional offices of the National Oceanic and Atmospheric Administration (NOAA) in the acquisition of leasehold interests in real property and related real estate services. Award of this contract will not preclude NOAA from awarding additional contracts for similar services in the future in the event NOAA determines additional contracts are necessary.

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

Prior to performance of any contract services, a task order will be issued in accordance with the ordering procedures stated in Section B. Contractors shall accept only written task orders issued by an authorized DOC/NOAA warranted Contracting Officer. **Verbal orders are not authorized.**

The Contractor must comply with personnel qualification requirements including certification, experience, conflict of interest, nondisclosure, and clearances, stated in Section B. Information related to a Federal acquisition is protected by the Federal Procurement Integrity Act and disclosure to other than authorized parties is prohibited.

All decisions regarding a lease acquisition made on behalf of the Government are reserved for the Real Property Contracting Officer (RPCO) for a task order awarded under the contract for the lease acquisition. The Contractor is prohibited from performing any inherently governmental functions listed in FAR Part 7.5.

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

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

### B.2 PRICES

The Government will not make any direct payment or reimbursement to a contractor for contract services performed including, but not limited to any expense associated with the performance of the services, including travel. With the issuance of a task order, the Contractor assumes full responsibility for all costs expended in the performance of a task. Under the terms and conditions of the contract and in accordance with industry practice, a contractor has the opportunity to obtain a substantial monetary benefit by collecting the real estate commission paid by a building owner. The commission negotiated for lease  
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acquisitions performed by a contractor under the contract will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. Leases generally have a firm term of five years; however, they may be longer or shorter.

The Tasks in the statement of work, Section C of this Contract, are tasks where a contractor has an opportunity to collect a commission. The percentage of the commission that the Contractor will forego in the form of a rental credit to the lease, shall be subject to negotiation for each task order. If the Government orders an expedited lease acquisition, the Contractor is not required to share a percentage of the commission.

**B.3 1352.216-72 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (MAR 2000)**

During the period specified in the ORDERING clause (FAR 52.216-18), the Government shall place orders totaling a minimum of \$0.00. There is no maximum dollar amount established for this contract. There are no dollars obligated on this contract.

(End of clause)

**B.4 1352.216-70 CONTRACT TYPE (MAR 2000)**

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract for services. It consists of a performance period of five years.

(End of clause)

**B.5 PAYMENT OF POSTAGE AND FEES**

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

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

**B.6 MARKING**

All correspondence, including emails, shall include the Contract Number and Task Order Number.

All documents prepared by the Contractor for signature by a NOAA official must be prepared on NOAA letterhead.

In accordance with FAR 11.106(c), all documents prepared by the Contractor must be marked to indicate the Contractor prepared them.

**B.7 SOFTWARE REQUIREMENTS**

The Contractor shall submit data to the Government using the Microsoft Office Suite, specifically, Word and Excel. Documents must be prepared using the most current publicly available version of the above listed software or one release prior, provided it is compatible with the current version of each used by NOAA.

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**B.8 ENCRYPTION REQUIREMENTS FOR EMAILING OF BUILDING DRAWING FILES**

Building drawing files may NOT be transmitted via email unless encrypted in accordance with NOAA procedures. If available, NOAA encryption procedures will be provided to after award.

**B.9 1352.247-72 MARKING DELIVERABLES (MAR 2000)**

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

Mark deliverables, except for reports, for: Contract Number WC133A08CQ0056.  
(End of clause)

**B.10 GENERAL**

Contractors are responsible for their own quality control including the day-to-day inspection and monitoring of all work performed to ensure compliance with the contract requirements.

Services must be in compliance with contract requirements including, applicable laws and regulations and submissions must be complete, accurate and professionally prepared prior to acceptance by the Government.

**B.11 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) DEVIATION**

(a) "Definitions." "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may--

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) **Increase the amount of the contractor's offset to the lease to reflect the reduced value of the services performed.**

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

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(End of Clause)

**B.12 1352.246-70 INSPECTION AND ACCEPTANCE (MAR 2000)**

The Procuring Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under each task order issued under this this contract.

Inspection and acceptance will be performed at:

NOAA Real Property Facilities and Logistics Office of Computer Services  
1305 East West Highway  
Building SSMC4, Room 4162  
Silver Spring, MD 20910  
(End of clause)

**B.13 TERM OF CONTRACT**

The performance period of this contract is five calendar years from the date of award. At the beginning of each performance year, small business concerns are required to provide a re-certification regarding their small business status.

**B.14 PROCURING CONTRACTING OFFICER (PCO) AUTHORITY**

The PCO has the overall responsibility for administration of the contract. The PCO alone, without delegation, is authorized to take action on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on disputes; terminate the contract for convenience or default; and issue final decisions regarding contract matters. The PCO may delegate certain other responsibilities to authorized representatives.

The PCO is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the PCO. In the event the Contractor makes any changes at the direction of any person other than the PCO, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

The Procuring Contracting Officer is:

Donita McCullough  
DOC/NOAA/CRAD  
601 East 12 Street  
Room 1756  
Kansas City, MO 64106  
donita.s.mccullough@noaa.gov  
(816) 426-7400

**B.15 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (FEB 2005)**

a. Gina Ziegenbein is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

DOC/NOAA/Real Property Facilities and Logistics Office  
1305 East West Highway  
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Building SSMC4, Room 5411  
Silver Spring, MD 20910  
gina.m.ziegenbein@noaa.gov

b. The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer (CO). The CO may designate assistant or alternate COTR(s) to act for the COTR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor.

(End of clause)

**B.16 FINANCE DATA - COMMISSIONS AND COMMISSION CREDITS**

The Contractor shall document on the SF-2, the commission negotiated with an offeror, the percentage and amount of the commission to be applied to shell rent at lease award and if there is any change after award on the final SLA for the acquisition.

The commission negotiated for a lease acquisition by the Contractor shall be based on a lease term not to exceed the firm term of the lease. Commissions will not be negotiated or collected on option periods of lease terms beyond the firm term.

If the Contractor collects a commission from a lessor or other party and does not complete all services required by the Contract for satisfactory performance of the task order, the contract may be terminated for default and the Contractor may be liable for damages to the Government.

**B.17 APPLICATION OF COMMISSION CREDITS TO THE LEASE**

The Contractor shall have the Lessor credit to the lease transaction the percentage of their commission proposed for this contract, except where the Government has ordered expedited lease acquisitions services with a delivery date for occupancy of 120 calendar days or less. For these expedited acquisitions, the Contractor is not required to forego a percentage of their commission as a shell rent credit. The Contractor will collect the entire commission if the task order is completed by the specified occupancy date and in less than 120 calendar days. The Government task order must state expedited services are being ordered.

**B.18 TERMINATION OF LEASE ACQUISITION TASK ORDER PRIOR TO COMPLETION**

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

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**B.19 1352.216-76 PLACEMENT OF ORDERS (MAR 2000)**

The Contractor shall provide services under this Contract only as directed in each Task Order. In accordance with FAR 16.505, each order will include:

- (i) Date of order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity, and unit price or estimated cost or fee.
- (iv) Delivery or performance date.
- (v) Place or delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any.
- (vii) Any other pertinent information.

In accordance with FAR 52.216-18, ORDERING, the following individuals (or activities) are authorized to place orders against this contract:

Any DOC/NOAA warranted Contracting Officer, as authorized by the Procuring Contracting Officer.

(End of clause)

**B.20 LOCATION OF THE CONTRACTOR OFFICES**

The Contractor shall, as a minimum, have an office located within the boundaries of the National Capital Region.

**B.21 PERSONNEL**

**B.21.1 AVAILABILITY**

Contractor personnel assigned to a task order shall be available during the normal working hours for the area where the task order is being performed.

**B.21.2 IDENTIFICATION**

In accordance with FAR 11.106 Contractor personnel who attend meetings or work in situations where their actions could be construed as acts of Government officials must be clearly identified as Contractor personnel.

**B.21.3 STANDARDS OF CONDUCT**

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

**B.22 PERSONNEL QUALIFICATIONS**

**B.23.1 General**

The Contractor shall ensure that employees, including manager(s) and subcontractor personnel have the required certifications, licenses, experience, and training specified in the contract in order to efficiently and effectively perform the services. If requested by the PCO, or their designees, Contractors may be required to submit resumes for personnel proposed to perform duties required under this contract. At minimum, resumes should address education,

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experience, knowledge and expertise of the person, and suitability for the particular task order to which they are assigned.

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

While the Contractor may have several personnel performing work in connection with a task order, one person with overall responsibility for successful completion of the task order must be designated for each task order.

Contractors and their subcontractors must be licensed brokers who have the authority to collect commissions on behalf of the Contractor for all locations where services may be required. It is the Contractor's responsibility to obtain all required State or other licenses required to perform services described in the contract.

Subcontractor firms and their personnel must meet the same standards as the Contractor's personnel. The prime Contractor is responsible for all work performed by their subcontractors.

**B.22.2 Project Manager(s)**

The Contractor must provide a Project Manager for the overall contract who will be the primary contact for the Procuring Contracting Officer (PCO) for matters related to the contract. The Project Manager or an alternate must have the full authority to make decisions on behalf of the Contractor and must be available on a daily basis.

**B.23 1352.237-73 KEY PERSONNEL (MAR 2000)**

a. The Contractor shall assign to this contract the following Key Personnel:

- 1. Project Manager: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified.

c. Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

(End of clause)

**B.24 1352.208-70 PRINTING (MAR 2000)**

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the

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Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages are not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

(End of clause)

**B.25 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MAR 2000)**

a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

b. The Contractor agrees that it will not disclose any information described in Subsection A to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of clause)

**B.26 1352.209-73 COMPLIANCE WITH THE LAWS (MAR 2000)**

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

(End of clause)

**B.27 1352.216-78 TASK ORDERS (MAR 2000)**

- a. In task order contracts all work shall be initiated only by issuance of a fully executed task order issued by a DOC/NOAA warranted PCO. The work to be performed under these task orders must be within the scope of the contract.
- b. The PCO will issue a Request for Proposal to the Contractor. The Request will include details describing the services to be ordered.
- c. The Contractor shall propose the percentage of commission that it will forego in the form of a rental credit to a resulting lease. The Contractor shall return its proposal to the PCO or designee within ten (10) calendar days after the request is received, unless otherwise mutually agreed upon.
- d. When the PCO and the Contractor reach a mutual agreement on the percentage for commission, the PCO shall issue a task order to the contractor
- e. The Contractor shall acknowledge receipt of each task order and shall accomplish the work within the time period specified in each task order.
- f. Task orders will be considered fully executed upon signature of the PCO. The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.
- g. Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the PCO of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the PCO to reflect modifications to tasking. The Contractor is responsible for revising

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the work plan to reflect task order modifications within five (5) working days following negotiation or issuance of a modification of the task order. Task orders may be placed during the period of performance of the contract, as identified in Section B.

(End of clause)

**B.28 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)**

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject to or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

(End of clause)

**B.29 1352.252-70 REGULATORY NOTICE (MAR 2000)**

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

(End of clause)

**B.30 52.203-3 GRATUITIES (APR 1984)**

(Reference 3.202)

**B.31 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)**

(Reference 12.301)

**B.32 52.232-17 INTEREST (JUN 1996)**

(Reference 32.617)

**B.33 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- \_\_\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)

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(15 U.S.C. 657a).

(4) [Reserved]

(5)

\_\_\_\_\_ (i) 52.219-6, Notice of Total Small Business Set-Aside  
(June 2003) (15 U.S.C. 644).

\_\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

\_\_\_\_\_ (i) 52.219-7, Notice of Partial Small Business Set-Aside  
(June 2003) (15 U.S.C. 644).

\_\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

XX \_\_\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (May  
2004) (15 U.S.C. 637(d)(2) and (3)).

(8)

XX \_\_\_\_\_ (i) 52.219-9, Small Business Subcontracting Plan (Apr  
2008) (15 U.S.C. 637(d)(4). Deviation

\_\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

XX \_\_\_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)  
(15 U.S.C. 637(a)(14)).

XX \_\_\_\_\_ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan  
1999) (15 U.S.C. 637(d)(4)(F)(i)).

(11)

(i) 52.219-23, Notice of Price Evaluation Adjustment for Small  
Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323)  
(if the offeror elects to waive the adjustment, it shall so  
indicate in its offer).

\_\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

(12) 52.219-25, Small Disadvantaged Business Participation  
Program-Disadvantaged Status and Reporting (Apr 2008) (Pub.  
L.103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-26, Small Disadvantaged Business Participation  
Program-Incentive Subcontracting (Oct 2000) (Pub. L.  
103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-  
Owned Small Business Set-Aside (May 2004) (15 U.S.C.  
657 f).

XX \_\_\_\_\_ (15) 52.219-28, Post Award Small Business Program  
Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

XX \_\_\_\_\_ (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(17) 52.222-19, Child Labor--Cooperation with Authorities  
and Remedies (Feb 2008) (E.O. 13126).

XX \_\_\_\_\_ (18) 52.222-21, Prohibition of Segregated Facilities (Feb  
1999).

XX \_\_\_\_\_ (19) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).  
Deviation.

XX \_\_\_\_\_ (20) 52.222-35, Equal Opportunity for Special Disabled  
Veterans, Veterans of the Vietnam Era, and Other Eligible  
Veterans (Sept 2006) (38 U.S.C. 4212). Deviation.

XX \_\_\_\_\_ (21) 52.222-36, Affirmative Action for Workers with  
Disabilities (Jun 1998) (29 U.S.C. 793).

XX \_\_\_\_\_ (22) 52.222-37, Employment Reports on Special Disabled  
Veterans, Veterans of the Vietnam Era, and Other Eligible  
Veterans (Sept 2006) (38 U.S.C. 4212).

XX \_\_\_\_\_ (23) 52.222-39, Notification of Employee Rights Concerning  
Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

XX \_\_\_\_\_ (24) (i) 52.222-50, Combating Trafficking in Persons (Aug  
2007) (Applies to all contracts).

(ii) Alternate I (Aug 2007) of 52.222-50.

(25)

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- \_\_\_\_\_ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
  - \_\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
  - \_\_\_\_\_ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
  - \_\_\_\_\_ (27)
    - \_\_\_\_\_ (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
    - \_\_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
  - \_\_\_\_\_ (28) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
  - \_\_\_\_\_ (29)
    - \_\_\_\_\_ (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
    - \_\_\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
    - \_\_\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
  - \_\_\_\_\_ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
  - XX \_\_\_\_\_ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - \_\_\_\_\_ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
  - \_\_\_\_\_ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
  - \_\_\_\_\_ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
  - \_\_\_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
  - \_\_\_\_\_ (36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
  - \_\_\_\_\_ (37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
  - \_\_\_\_\_ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
  - \_\_\_\_\_ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
  - (40)
    - \_\_\_\_\_ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
    - \_\_\_\_\_ (ii) Alternate I (Apr 1984) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- \_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
  - \_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - \_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989)

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(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**B.34 RESTRICTION ON ADVERTISING**

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services.

**B.35 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of a contract awarded, through 5 years thereafter. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

**B.36 ORDER LIMITATIONS**

There is no minimum or maximum order limitation for this contract. The contractor is required to accept all task orders unless the Contracting Officer for the task order determines that a conflict of interest exists which would preclude the contractor from performing the work.

**B.37 INDEFINITE QUANTITY**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the services specified in the Schedule.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same

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extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after completion of task orders issued prior to contract expiration date. (End of clause)

**B.38 52.222-26 EQUAL OPPORTUNITY (MAR 2007) DEVIATION\*\***

(a) "Definition." "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)

(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1.

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Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of Clause)

**B.39 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006] DEVIATION\*\***

(a) "Definitions." As used in this clause--

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1)

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through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975;

or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975;

or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) "General."

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

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(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) "Listing openings."

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) "Applicability." This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) "Postings."

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is

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committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) "Noncompliance." If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) "Subcontracts." The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of Clause)

**B.40 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)  
DEVIATION\*\***

(a) "General."

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) "Postings."

(1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the

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Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) "Noncompliance." If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) "Subcontracts." The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of Clause)

**B.41 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) DEVIATION\*\***

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that--

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of Clause)

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B.42 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation (CAR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)



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### C.1 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (MAR 2000)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following the Statement of Work/Specifications:

(End of clause)

### C.2. INTRODUCTION

NOAA generally satisfies NOAA End User needs in existing GSA-controlled owned or leased space or NOAA owned space. When suitable space is not available within the existing Federal inventory, NOAA acquires space in privately owned buildings. NOAA leases various types of space, such as, office space, laboratories, piers, towers, storage, and land on which meteorological equipment is placed. Federal laws and regulations require the Government to procure leased space utilizing competitive procedures, unless otherwise justified. All requirements for space over 10,000 ANSI BOMA Office Area square feet are advertised in local newspapers or at the Federal Business Opportunity website, <http://www.fedbizopps.gov/>, the Government's point of entry for procurement notices and procurement opportunities. Space requirements of less than 10,000 ANSI BOMA Office Area square feet, can be leased by following the simplified lease acquisition procedures. Lease acquisitions are usually started 15 to 18 months prior to the expiration date of an existing lease.

### C.3. SCOPE

Contractors shall perform both competitive and noncompetitive lease acquisition services, described in Tasks 1 through 3, in all geographic areas served by all real property offices.

In addition to the lease acquisition tasks, described in Section C.5, the Contractor shall provide necessary assistance to the Government on disputes, protests, claims, and appeals related to services that they have performed or they are performing under this contract. The Contractor is also required to provide assistance to the Government related to work they are performing or have performed in the event the Government receives a congressional inquiry, a Freedom of Information Act (FOIA) request, or other similar inquiry. The Contractor may be required to attend meetings with the PCO, COTR and the Real Property Contracting Officer (RPCO). The Contractor may be asked to prepare and submit the reports specified in Section C.7 to the PCO on a quarterly basis. If requested by the Government, the Contractor is responsible for providing market analysis information

### C.4. DEFINITIONS

The terms below are defined for this contract awarded and for task orders issued against the contract. For clarification of any terms which are not included below, contact the RPCO.

#### **Acquisition**

Acquisition means the acquiring by lease an interest in real property for use by the Federal government, whether the space already exists or must be constructed.

#### **ANSI/BOMA Space Measurement Standard**

The Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses

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personnel and/or furniture, for which a measurement is to be computed." ANSI/BOMA Office Area square feet is computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

### **Approval**

Approval means the Government has reviewed submittals, deliverables, or administrative documents, has determined the services or submissions conform to contract requirements, and has issued written approval to the Contractor.

### **Building Shell**

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. A complete Shell definition in its entirety is in the lease Solicitation for Offers (SFO).

### **Central Business Area (CBA)**

In accordance with Executive Order 12072, the CBA is the centralized community business area and adjacent areas of similar character, including other specific areas which may be recommended by local officials, typically the Mayor's office. Consult the Executive Order for a complete description.

### **Contract and Contractor**

"Contract" means this contract and "Contractor" means the party who has entered into this contract with the Government.

### **Day**

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

### **Delineated Area**

The delineated area is the area identified by the Government to be suitable for soliciting space. The delineated area is defined by specific geographic boundaries for each task order.

### **Expedited Lease Acquisition**

A task order for expedited services for a lease acquisition with a required occupancy date of 120 calendar days or less

### **Final Proposal Revision (FPR)**

Final revisions to a proposal submitted by an Offeror after discussions/negotiations are closed. Previously called "best and final offer."

### **Firm Term of Lease**

Firm Term is the non-cancelable term of the lease that guarantees the Government's rental payments with or without occupancy.

### **Fiscal Year**

The Government's fiscal year covers the period from October 1 through September 30.

### **General Clauses**

General Clauses are the provisions and clauses required for acquisition of leasehold interests in real property set out in Section 570.6 of the General Services Administration Acquisition Manual (GSAM). These clauses are included in a Solicitation for Offers for leased space and may be updated from time to time. The general clauses are included in GSA Form 3517, General Clauses, Acquisition of Leasehold Interests in Real Property and they also appear in other places in an SFO.

### **Landlord or Lessor**

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Any individual, firm partnership, trust, association, State or local Government, or legal entity that leases real property to the Government.

### **Lease or Leasehold Interest in Real Property**

A conveyance to the Government to the right of exclusive possession of real property for a definite period of time by a landlord. It may include operational services provided by the landlord.

### **Lease Award Date**

The date the Real Property Contracting Officer (RPCO) signs an award letter indicating Government acceptance of an Offer. Or, if an award letter is not issued, the date the RPCO executes (signs) the lease.

### **Lease Effective Date**

The commencement date of the lease. Normally the start date for NOAA End User rent.

### **Lease Extension**

A continuation of the original lease usually for a short-term with substantially the same terms and conditions. An extension is generally executed when there are evolving agency requirements, delays in delivery of a longer-term lease, or delays in a move to other federally controlled space. See GSAM 570.405, Lease Extensions.

### **Lessee or Tenant**

In all leases entered into under this contract, the General Services Administration of the United States of America shall be the Lessee. The tenant under a lease entered into under this contract shall be the NOAA End User

### **Net Annual Rent**

Net annual rent is the gross rent less cost of operating expenses for a one-year period.

### **New Lease**

A lease with new terms and conditions and a new lease contract number, applicable for either a new requirement or to replace an existing expiring lease.

### **Non-Priced Evaluation Factor**

An evaluation factor other than price, used by the Government to select awardees, normally in best value trade off procurements, where award is based on the best value to the Government after considering price and technical (non-priced) evaluation factors.

### **Offeror**

A party making an Offer in response to a Solicitation for Offers (SFO.)

### **Operational Services**

Services that support use of a leased property, such as heating, ventilation, air conditioning, utilities, custodial services, landscaping, pest control, etc.

### **Prospectus Threshold (lease)**

The prospectus threshold is a limit on the leasing authority available to GSA at the point of lease award. An annual prospectus threshold amount is determined by GSA under applicable law (40 U.S. C. 3307) and provided by letter to Congress for the specific fiscal year capital investment and leasing program being considered by Congress. The threshold amount defines the limitation above which a prospectus is required. Prospectus packages are prepared by the Government.

### **Rent and Related Services**

The consideration paid for the use of leased property, plus the costs of operational services whether furnished by the lessor, the Government, or both.

### **Rentable Space**

Rentable space is the area for which a NOAA End User is charged rent. It is determined by the building owner. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor

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rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

### **Replication or Cost Benefit Analysis**

An analysis of the cost incurred by the Government over and above the rental rate to reproduce/build out the space and infrastructure to meet the NOAA End User's mission. This cost along with move costs are evaluated to determine if the overall cost to the Government is greater or lesser than the cost of remaining at the current location under a succeeding lease. GSAM 570.402-6 provides a detailed description.

### **Rural Area**

Rural area means a city, town, or unincorporated area that has a population of 50,000 inhabitants or less, other than an urbanized area immediately adjacent to a city, town, or unincorporated area that has a population in excess for 50,000 inhabitants, as specified in the Rural Development Act, as amended. (See 7 USC § 1991(a) (13)).

### **Scoring**

Scoring is a method by which the Federal Government distinguishes between capital expenditures and operating expenditures for budget purposes. Capital expenditures are those expenditures that are equivalent to the purchase of a capital, or fixed asset (such as a building). Operating expenditures represent costs that keep the Government operating (such as leases that do not result in the Government assuming the risks of ownership or that do not result in the Government ownership of the leased asset). Budgeting for Capital leases and Operating leases is accounted for differently; therefore, proper classification of lease(s) is important to the Government's budgetary process (OMB Circular A-11 applies). The circular is available at the Office of Management and Budget (OMB) website at [www.whitehouse.gov](http://www.whitehouse.gov). Each lease acquisition is scored three times by the Government during the lease acquisition process to ensure the lease is an operating and not a capital lease. Scoring is performed at project initiation, as part of evaluation of initial Offers, and at project completion.

### **Simplified Lease Acquisition Procedures**

Procedures for awarding a lease at or below the simplified lease acquisition threshold.

### **Simplified Lease Acquisition Threshold (SLAT)**

Presently \$100,000 average net annual rent for the term of the lease, including option periods and excluding the cost of operational services.

### **Small Business Size Standard for Leasing of Building Space to the Federal Government by Owners, North American Industry Classification System (NAICS) Code, 531190)**

A size standard of \$17.5 million in gross receipts applies to the owners of building space leased to the Federal Government.

### **Space Allocation Standards (SAS) and or Agency Design Guide**

A basic written agreement reached between a NOAA End User and GSA, which provides standardization of space requirements for the agency. If applicable to a particular task order, the SAS or appropriate Design Guide will be made available to the Contractor by the RPCO.

### **Solicitation for Offers (SFO)**

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

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(A) **Simplified Lease Acquisition Threshold Lease (SLAT lease)**- A simplified SFO format that may be used for a lease acquisition under the Simplified Lease Acquisition Threshold, unless another format is required by the RPCO.

(B) **Standard or Unit Cost SFO** With this SFO, each Offeror includes a tenant allowance. A firm fixed price for tenant improvements is negotiated prior to lease award. The SFO establishes quantity standards for unit cost items for alterations (i.e. ceiling-high partitioning, doors, electrical/telephone/data receptacles, or floor coverings). Negotiations determine prices for installing each unit cost item. The cost for providing tenant improvements is reconciled by calculating the number and price of items installed, as compared to the number authorized by the SFO.

(C) **Tenant Improvement Solicitation for Offers (TI SFO)**- This is the SFO used for the majority of NOAA lease acquisitions. With this SFO each Offeror agrees to provide a Tenant Allowance established by NOAA. The actual tenant improvement price is typically negotiated after lease award.

**Source Selection - Best Value Tradeoff Method**

A source selection method where award is based on the evaluation of cost or price and other non-priced factor(s) to determine the best value to the Government. The best value concept provides the opportunity for a cost/technical trade-off and does not require that award be made to the Offeror submitting the lowest cost or price or to the highest technically rated Offer, although the ultimate decision may be to select the lowest priced Offer or the highest technically rated Offer. The Source Selection Authority (SSA) has the authority to make the cost/technical trade-offs in a manner consistent with the award methodology stated in an SFO.

**Substantially as Follows or Substantially the Same As**

Used in prescribing a provision or clause, means that you may prepare and use a variation of that provision or clause to accommodate requirements peculiar to an individual acquisition. The variation must include the salient features of the FAR or GSAR provision or clause. It must also be consistent with the intent, principle, and substance of the FAR or GSAR provision or clause and related coverage on the subject matter.

**Succeeding Lease**

For the purpose of this contract, a succeeding lease is a non-competitive (sole source) lease acquisition secured to cover continued occupancy of the current premises at the end of a lease term without a break in continuous tenancy. It establishes new terms and conditions and has a new lease contract number. Such a lease would generally be used where (1) acceptable new locations are not identified or (2) acceptable locations are identified but a cost-benefit analysis indicates that award to an Offeror other than the current lessor will result in substantial relocation costs or duplication of costs to the Government, and the Government cannot expect to recover such costs through competition.

**Superseding Lease**

A new lease that replaces an existing lease prior to expiration. It is procured following noncompetitive sole source procedures. It establishes new terms and conditions and has a new lease contract number. The Government considers executing a superseding lease to replace an existing lease when the Government needs numerous or detailed modifications to a space that would cause complications or substantially change the existing lease.

**Supplemental Lease Agreement (SLA), GSA Form 276**

An SLA is used to change or modify an existing lease (e.g., acquisition of additional space; partial release of space; revision in terms or rental

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payments, payment of overtime services, change in ownership or payee, or any other action that changes the lease.)

### NOAA End User Special Requirements

Unique or special requirements i.e., security enhancements, location, up fit enhancements, or increased floor loading requirements, special HVAC requirements, etc., that exceed improvements required for standard office space.

### Tenant Improvements (TI)

Tenant improvements are generally the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition. A tenant improvement allowance is the funding source provided by the building owner that enables the space to be fitted out for occupancy to meet NOAA's specific requirements. The PBS tenant improvement definition is found in its entirety in the lease SFO.

## C.5. DETAILED TASK DESCRIPTIONS

### C.5.1 GENERAL

All services will be ordered by the Government with a written task order, NOAA Form 347, signed by warranted Contracting Officer in accordance with the ordering procedures in Section B.

#### C.5.1.1 Contractor's Response Requirement to an Awarded Task Order

The Contractor shall submit a conflict of interest and nondisclosure agreement, Section C.11 Exhibit 2A to the RPCO within three working days of receipt of a task order. The Contractor shall submit a statement fully explaining a conflict of interest. The RPCO after consulting with the Department of Commerce Office of General Counsel (OGC) will make a decision whether the Contractor shall be required to perform the task order or whether the task order will be reassigned to another Contractor. Task orders may be sent to the Contractor from the Government via mail, (regular or express) email or facsimile. The RPCO designated for the task order shall be contacted by the Contractor to schedule orientation no later than three days after submission of the conflict of interest and nondisclosure statements. If a conflict has been identified, then the RPCO shall be contacted no later than three days after being advised by the RPCO to proceed with the task order.

#### C.5.1.2 Contractor Personnel

Only qualified personnel who meet the requirements shall be assigned by the Contractor to perform services ordered by the Government. The Government reserves the right to review the resumes of personnel assigned to a task order and to request the removal of personnel who do not perform satisfactorily or who have not submitted documents necessary to conduct business on the behalf of the Government. Requests to remove personnel from contract work will be coordinated by the RPCO.

#### C.5.1.3 Approvals

Contractor personnel assigned to a task order shall obtain written approval from the RPCO at each milestone where written approval is required, as stated in a task description, prior to proceeding with additional work on the task. Failure to do so may result in Contractor re-performance of the work at the Contractor's expense and a performance

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rating on the task order that might impact the Contractor being considered for future task orders.

### C.5.1.4 Changes to a Task Order after Award

After receipt of a task order, any change to the requirements or the required delivery date established in the task order requires a modification to the task order by the RPCO. The Contractor shall not proceed with a change without a modification. Failure to adhere to this requirement may result in Contractor re-performance of services at their own expense.

### C.5.1.5 Commission and Commission Credits

Unless the Government has ordered expedited delivery for a task order, the Contractor shall forego the percentage of the commission negotiated for the task. The lessor shall apply this amount as an offset to the shell rent, outlined in Section B. Where the Contractor is entitled to receive a real estate commission or has any right to receive any form of payment from a broker, potential Lessor, or other party, for work performed under the contract, the Contractor shall document the total commission amount when submitting their negotiation objectives to the RPCO. The final negotiated commission including the percentage and dollar amount credited to the Government in the lease transaction shall be documented on the SF-2 at lease award. The amount credited to the Government will be the percentage negotiated and specified in the task order. If any changes occur after lease award that would affect the amount of commissions and credits, the final Supplemental Lease Agreement (SLA) must reflect the change. Criminal penalties for making a false statement to the United States are contained in 18 U.S.C. 1001.

The commission amount credited to the shell rent is included in the lease acquisition Present Value Analysis (PVA) performed to determine the successful offeror. The instructions for performing the PVA are outlined in the SFO. The commission paid to the Contractor by the lessor shall not be included in the PVA calculation. Subcontractors are required to follow the same procedures specified for the prime Contractor. The prime Contractor is responsible for tracking and reporting all commissions collected and those credited to the Government and for ensuring Government a percentage of the commission is applied to the shell rent of the lease in accordance with the terms of the contract.

### C.5.1.6 Quality Standards

All services performed by the Contractor, including work performed by subcontract, shall meet the Quality Standards stated in Section C.9

### C.5.1.7 Communications, Submissions

Contractors must have email capability and use software designated for electronic stated in Section B, Markings. Draft submissions for the Government's review shall normally be submitted electronically via email unless a hardcopy is requested by the RPCO.

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### C.5.1.8 Disposition of Lease File Records

Once the task order is completed, all documents pertaining to the acquisition shall be turned over to the Government. For security reasons and procurement confidentiality, the Contractor shall not keep any Government acquisition records. If the Contractor is required to submit records to a State licensing authority in regard to an audit of commissions collected, the Contractor shall notify the RPCO and the RPCO will coordinate with OGC concerning records or documentation that are releasable. The RPCO will provide copies of releasable documentation to the Contractor or a written statement that identifies the reason the requested documentation may not be released.

### C.5.1.9 Coordination with OGC

A RPCO or designated representative is responsible for interfacing with Legal Counsel on matters related to the contract or an individual task order. This does not preclude Legal Counsel from contacting Contractor personnel to obtain additional information concerning services performed by the Contractor under this contract.

### C.5.2 LEASE ACQUISITION SERVICES

Lease acquisition services may include competitive lease acquisitions such as simplified lease acquisitions, lease acquisitions above the simplified acquisition threshold, or noncompetitive lease acquisitions such as succeeding or superseding leases. Exceptions to normal competitive procedures that shall be followed for noncompetitive acquisitions, succeeding and superseding leases, are stated at the end of this Section.

#### C.5.2.1

Upon issuance of a task order for lease acquisition services, the Contractor shall commence assisting the RPCO in making a determination concerning the availability of Federal space; obtaining specialized clearances that may be required by the NOAA End User regulations prior to initiating an acquisition; obtaining a delegation of authority from GSA; performing the initial scoring, and preparing the Acquisition Plan if one is required. If a lease acquisition is subject to the Davis-Bacon Act, the appropriate wage determination that must be included in the SFO will be provided to the Contractor with the task order or prior to development of the SFO.

The Contractor shall conduct this task from the receipt of a written task order, issued by the PCO, through post award services. The General Services Acquisition Manual (GSAM), Part 570, includes the GSA regulations applicable to GSA lease acquisition. Lease acquisition procedures and regulations vary depending on the complexity of an acquisition. An acquisition may range from a simplified acquisition to one that follows Best Value Trade-Off Source Selection procedures. The Lease File Checklist Section C.11, (Exhibit 1), or a modified version, **will** be provided with the task order and will be annotated by the RPCO to identify the required steps for the specific acquisition. Some steps can be performed concurrently; however, at points where the Government's review and approval are required, the Contractor



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shall obtain written approval from the RPCO before proceeding to the next stage of the acquisition.

Simplified acquisition procedures described in the GSAM may be followed for acquisitions under the Simplified Lease Acquisition Threshold (SLAT). Under simplified procedures, "competition" is redefined so that solicitation of at least three sources is considered to promote competition to the maximum extent practicable. The Contractor shall review the sources considered for competition with the RPCO prior to issuing the solicitation. Leases procured utilizing simplified procedures may use an abbreviated solicitation for Offers (SFO) and lease forms.

The Contractor shall use the Best Value Trade-Off Source Selection procedures when advantageous. The lease acquisition task typically includes the following steps: 1) assisting the RPCO in preparing documents to submit to GSA requesting a delegation of authority for NOAA to conduct the acquisition; 2) assisting the NOAA End User with development of requirements (unless performed by the RPCO); 3) participating in an orientation with the RPCO and the NOAA End User; 4) developing a project schedule; 5) advertising the requirement; analyzing and surveying the market and preparing a market survey report; 6) if required, preparing a cost benefit analysis for the approval of RPCO as described in GSAM Part 570. 7) developing and issuing an SFO and, if required, SFO amendments; 8) reviewing and evaluating Offers; 9) negotiating Offers; 10) preparing the lease contract documents and obtaining signatures; 11) performing post award services; and 12) compiling the lease file in accordance with GSA guidelines. The level of effort required for each acquisition may differ. Multiple site visits are typically required in connection with a lease acquisition task.

The Contractor is financially responsible for all services rendered under this contract. The following sections outline the specific requirements for lease acquisition services.

### **C.5.2.2 Requirements Development/Space Request Package**

The RPCO will determine if the Contractor or the Government will coordinate the Requirements Development/Space Request Package with the NOAA End User. The Requirements Development/Space Request Package becomes part of the lease file.

If required, the Contractor will assist the RPCO in preparing the documentation necessary to request a delegation of authority from GSA and submitting the request to GSA.

If the Government coordinates the Requirements Development package with the NOAA End User, then the Government will submit the package to the Contractor with the task order or at orientation. Where the Government has provided the requirements to the Contractor, the Contractor may still need to clarify requirements with the NOAA End User. Clear and unambiguous requirements are critical for development of the SFO and to prevent acquisition delays.

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If the Government requires the Contractor to obtain agency requirements as part of the task, the RPCO will hold an orientation with the NOAA End User and the Contractor to ensure that all parties understand their roles and responsibilities for requirements development and to establish a submission date for completed requirements. The Contractor shall work with the RPCO and the NOAA End User to ensure that all data require for the lease acquisition is addressed. The Contractor shall then review the requirements to ensure they include, at minimum, the information outlined below. If the NOAA End User requires space programming assistance to determine their requirements, the Contractor shall notify the RPCO who may obtain assistance from in-house personnel or from a space planning contractor.

A NOAA End User requirements package includes the following information:

1. The name, address, and phone number of the NOAA End User's primary and secondary contacts and the NOAA End User approving official for the project. This is the agency official with the authority to approve the requirements package, the market survey, the SFO, or other documents requiring agency approval.
2. The requirement for ANSI/BOMA Office Area square feet, including circulation, the parking requirements, and the number of personnel to be housed, (identified by gender to determine facility restroom requirements). The NOAA End User can submit this information using a Standard Form 81 and 81a, or on another agency specific form.
3. The NOAA End User's delineated area for the acquisition (boundaries on North, East, South, and West) shall be clearly defined, using roads, streets, railroads, or water boundaries. In accordance with the Rural Development Act of 1972, the agency must provide a written statement indicating that they gave first consideration to locating in a rural area and a written justification if a rural area does not meet their needs. If NOAA must locate in an urban area, they are required to follow Executive Order 12072 and GSA's implementing guidance and regulations, that requires Federal agencies to be located in a Central Business Area (CBA) unless locating outside the CBA is justified. The Contractor shall contact the city government to determine the boundaries for the CBA and any other economic development area the city would like to have the Government consider. If the agency's delineated area is outside the CBA or does not include all a city's CBA, the Contractor shall request a signed, written justification from the NOAA End User to support the request to locate outside the CBA. The Contractor shall discuss the justification with the RPCO and, if directed, prepare on NOAA letterhead for the signature of the RPCO, a letter to the appropriate city official explaining NOAA's need for locating outside the CBA. If the justification is not acceptable to the city, the contractor shall work with the NOAA End User contact and RPCO to develop a delineated area acceptable to all parties.
4. The NOAA End User's desired firm term for the lease.
5. The NOAA End User's special requirements, those special needs above shell (as defined in the SFO) such as increased floor-loading; raised floors; column spacing; unique electrical, data, telephone requirements; special HVAC requirements; roof/wall penetrations; antenna requirements; parking requirements; security requirements; location limitations; amenities requirements, etc.
6. A statement whether the acquisition is likely to exceed the Prospectus Threshold. This shall be based on the agency's square footage requirement and the Society of Industrial and Office REALTORS (SIOR) rate for the market, or

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other fair market value criteria if a SIOR rate is not available. The Prospectus Threshold is updated annually and the Contractor shall coordinate with the RPCO to determine the threshold in effect at the time of the acquisition

7. If determined during orientation with the RPCO and NOAA End User that non priced factors will be used to evaluate offers, the Contractor shall assist the agency with the development of the factors, the standard to be used to evaluate the factors, their weight and relative importance. All proposed non-priced factors require approval by the RPCO before inclusion in an SFO.

8. The written approval (signature) of the NOAA End User approving official identified in the requirements package.

Submit the complete requirements package to the RPCO for **written approval** prior to proceeding with work on the task order. Client provided data and data prepared by the Contractor for NOAA use only, such as the Prospectus Threshold statement shall be submitted on separate pages.

### C.5.2.3 Orientation & Project Schedule

As stated above, if the Contractor is required to assist the NOAA End User with requirements development, a preliminary orientation shall be conducted by the RPCO to establish roles, responsibilities, and a required delivery date. This orientation will normally be conducted by phone. The Contractor shall provide a written confirmation of the orientation discussion to the RPCO and NOAA End User, if requested by the RPCO. The required delivery date for submission of the requirements package should be established and documented in the discussion notes.

Upon the RPCO's review and approval of the services the Contractor has performed and documentation provided, the RPCO will give the Contractor a written notice to proceed with the lease acquisition at which time the Contractor shall coordinate and schedule an orientation meeting with the RPCO, the NOAA End User representative(s), and other appropriate Government personnel as identified by the RPCO.

The purpose of orientation is to ensure all parties understand the scope of a particular lease acquisition and may include agenda topics, such as, other services that may be required and scheduled by the NOAA End User prior to occupancy (installation of phones, furniture, or other equipment); planned move and occupancy dates; the roles and responsibilities of each party participating in the acquisition; procurement integrity and ethics issues related to the procurement; and submission requirements including regional lease file conventions. The RPCO may elect to hold an orientation with the Contractor and a second orientation with the Contractor and NOAA End User depending on the complexity of the acquisition. A project schedule with required milestones shall be provided to the RPCO and the NOAA End User at orientation so that milestone dates for completion of agency reviews, approval of submissions, for agency certification of funds for relocation, occupancy, etc can be established. The schedule establishes the required delivery date for completion of the task order (30 days after occupancy). The 30 days are for the Contractor to obtain as built drawings from the Lessor and to submit the complete tabbed lease file to the Government. Once the schedule and occupancy date are approved by the RPCO and the NOAA End User, any change that impacts the required delivery date for the task order requires a modification to the task order by the RPCO. The following actions are required in connection with project orientation and schedule

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development once all clearances and approvals have been obtained, and requirements development is completed.

1. The Contractor shall develop a mutually agreed upon schedule that considers the expectations of each party. **Section C.11, Exhibit 3** is a sample schedule. Milestones to be included in a schedule will vary depending on the complexity of the acquisition. The schedule shall be submitted to the RPCO within the timeframe agreed to at orientation. **Within two days of RPCO approval, the Contractor shall provide a copy of the schedule to the NOAA End User and the RPCO.** The contract shall keep the schedule current during the life of the task order. Copies of any changes to the schedule approved by the RPCO shall be provided to the NOAA End User and the RPCO.

2. Schedules shall include milestones and dates for agency required occupancy services, such as, physical relocation; furniture procurement and installation; space planning; telecommunication, data, or computer installations; and other similar services. These services are usually procured directly by the NOAA End User but in some cases may be provided by other sources.

3. Schedules shall include milestones appropriate to the complexity of the project, including, if known, milestone dates. The milestones below and shall be included on the schedule as applicable. If the acquisition will be impacted by requirements related to the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), or other statutory or regulatory requirements, appropriate milestones and their dates shall be included on the schedule.

- (a) Project Orientation (RPCO/Contractor)
- (b) Requirements Development and Approval
- (c) Delegation of Authority from GSA
- (d) Tenant Project Orientation (RPCO/Contractor/NOAA End User)
- (e) Source Selection Strategy Approved
- (f) Advertisement or Fed Biz Opps posting
- (g) Market Survey Date
- (h) Market Survey Report Due
- (i) Prelease security review
- (j) Draft SFO Due
- (k) SFO Approved by RPCO and NOAA End User
- (l) SFO Issue Date
- (m) Amendment approved
- (n) Amendment Issued
- (o) Initial Offers Due
- (p) Abstract of Offers and Negotiations Objectives Approved
- (q) Start Negotiations
- (r) Negotiation Memorandum Approved

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- (s) Request for Final Revised Proposals Issued,
- (t) Final Proposal Evaluation Due
- (u) Prepared Lease Determination Worksheet
- (v) Source Selection Report
- (w) Contracting Officer responsibility determination
- (x) Source Selection Decision
- (y) Agency Approval of Successful Offer
- (z) Draft Lease Due
- (aa) RPCO Draft Lease Review Complete
- (bb) Lease Review Board Approved
- (cc) Lease submitted to Successful Offeror for Execution
- (dd) Lease Award Date (execution by RPCO)
- (ee) Submit completed lease and acquisition documents to GSA
- (ff) Layouts Submitted by NOAA End User
- (gg) Fire Safety Review of Construction Documents
- (hh) Pre-Construction Conference
- (ii) Construction/Build-out Phase
- (jj) Inspection Dates
- (kk) Substantial Completion
- (ll) Final Inspection
- (mm) NOAA End User Occupancy
- (nn) Complete Lease File, as-builts, submits (NLT 30 days after occupancy).

**C.5.2.4 Market Survey and Report**

The Competition in Contracting Act (CICA) requires that full and open competition be solicited for each lease acquisition unless simplified procedures are authorized. The Contractor shall solicit potential sources by posting a notice to the Federal Business Opportunity website or advertising in a local newspaper, conducting market research, and then conducting a market survey of potential properties to allow both the prospective Offerors and the Government to more fully inform each other about the requirements and the property being offered. Guidance on accessing and posting to the FEDBIZOPPS.gov website will be provided during the post award contract orientation.

The NOAA End User's approved requirements will identify a delineated area for the acquisition. It is the Contractor's responsibility to develop adequate

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sources for competition within the specified delineated area. In the event adequate competition is not identified (three or more potential sources) and the delineated area must be expanded or otherwise changed, after approval by the RPCO, the Contractor shall re-advertise or post a notice to the Federal Business Opportunity website of the changed area and then survey the additional sites. If NOAA's requirements are such that the delineated area cannot be changed, the Contractor shall assist the RPCO in preparing the Justification For Other Than Full and Open Competition, to support limiting competition. In addition to the requirement to be knowledgeable of Federal lease acquisition regulations, Contractor personnel performing the market survey shall have experience in the local market unless otherwise authorized by the RPCO.

A market survey includes, at minimum, performance of the following:

1. The Contractor shall solicit information on the availability of space through the use of as many of the following or other methods necessary to obtain adequate competition: circulars, posting a notice to the Federal Business Opportunity website or in a local newspaper (required for requirements of 10,000sf or greater), consulting with real estate brokers, building owners, and/or by any other means available to the Contractor to maximize competition. The current Lessor for an expiring lease shall be contacted and provided notice of the acquisition and shall be requested to submit a statement in writing indicating whether they are interested in participating in the acquisition. NOAA will provide Contractor personnel with access to the Federal Business Opportunity website for the purpose of posting required notices.

The RPCO will review and approve notices prior to their posting. Before proceeding with the market survey, the number of potential sources identified and all expressions of interest received shall be discussed with the RPCO to determine if adequate competition has been identified. The Contractor shall include in the market survey report a list of all expressions of interest for the acquisition regardless of their potential to be included in the market survey. The list shall identify all expressions of interest by name, phone number and the date of contact. In the event the Contractor will be acting as a dual agent, a dual agency disclosure statement must be prepared and be signed by each potential offeror prior to conducting the market survey.

2. The Contractor shall physically inspect the properties (buildings and/or sites) to determine if it can meet the requirements of the SFO. The Contractor shall invite the RPCO and the NOAA End User representative to attend the market survey. If requested by the RPCO, a local GSA representative shall also be invited.

3. Procurement regulations prohibit divulging acquisition information to a potential Offeror that is not provided to all potential Offerors at the same time. During a market survey only the potential of an Offeror's property of meeting the requirements of the SFO shall be discussed with the property owner or representative. Contractor personnel shall not discuss other properties being surveyed or any other aspect of the procurement with property owners or their representatives. Prior to the start of a market survey the RPCO will remind all personnel who will participate in the survey of properties of procurement integrity issues. In the absence of the RPCO, the Contractor has this responsibility. The number or identity of Offerors participating in the procurement shall not be disclosed at any time prior to award without the approval of the RPCO.

4. Document the findings of the survey of each property using the Comprehensive Market Survey Checklist. In addition to the checklist, the areas below shall be addressed in the market survey report.

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5. Identification of any buildings surveyed that are located in a 100-year or a 500-year flood plain as determined under Federal guidelines. A Federal Emergency Management Agency (FEMA) flood plain map shall be included with the written report to document findings. It shall reflect the location of the property/site surveyed in relation to the flood plain plan included in the report. FEMA flood plain maps are available at the website <http://www.esri.com/hazards/makemap.html>. See Executive Order 11988.
6. In accordance with Executive Order 13006, the Government must give first priority to historic properties located within historic districts, particularly those located in the Central Business District. If no such property is suitable, then Federal agencies shall consider other developed or undeveloped sites within historic districts. If a suitable site does not exist within the district, then the historic properties outside of the historic districts shall be considered. The Contractor shall identify buildings or properties surveyed that are on the National Register of Historic Places, formally listed as eligible for inclusion in the National Register of Historic Places, or located in historic districts listed in the National Register. The Contractor shall provide a statement for each historic property assessing its potential suitability for the proposed lease acquisition. The publication date of the register used for the determination shall be included in the report. Final decisions regarding suitability of a Historic property will be made by the RPCO. The National Register of Historic Places is available on-line at the National Register Information System, <http://www.nr.nps.gov>. In addition, an overview on how to use the site is available at <http://www.cr.nps.gov/places.htm>.
7. Identify if the buildings surveyed are in compliance with the seismic safety requirements stated in the solicitation for offers (SFO) for the lease procurement. See Executive Order 12941.
8. Identify buildings surveyed and the NOAA End User representative's written opinion as to whether the property/block of space meets or does not meet the agency's requirements, as stated in the SFO. For any properties where an agency opinion is provided that a property does not meet the agency's requirements, the market survey report shall include the agency's written justification. The justification shall clearly document why the building or block of space does not meet or cannot meet the requirements of the SFO and include the signature of the NOAA End User's representative's participating in the survey. The RPCO will make the final decision regarding properties to be solicited.
9. The estimated market rental range rates based on information obtained during the survey or from the Contractor's knowledge of the market or from any other sources available to the Contractor. Sources used to develop the estimated rental range, fair market values, etc. shall be identified in the market survey report. The market rental range shall be expressed (1) in terms of cost per Rentable Square Foot and (2) in terms of cost per ANSI BOMA Office Area Square Foot. The market rental range expressed in terms of cost per ANSI BOMA Office Area Square Foot shall be adjusted to include the estimated cost for the level of finish (work letter) and the level of services required by the Government.
10. The market survey report shall clearly identify steps taken to maximize competition and include copies of flyers, advertisements, Federal Business Opportunity notices, etc.
11. The market survey report shall include a summary listing of all expressions of interest including those whose properties have the potential to meet the requirements of the SFO and those whose properties do not have the potential to meet the requirements of the SFO. Include the building owner's name and their contact person's name, address, phone number, and email address. For those properties that do not have the potential to meet the requirements of the SFO state the reason why it does not.

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12. If after advertising and performing a market survey for the designated delineated area only one source meets the requirements of the SFO, consult with the RPCO to determine whether to expand the delineated area or to solicit the single source. If a single source will be solicited, the Contractor shall include a statement in the market survey report explaining the absence of competition and assist the RPCO in preparing any required justification.

13. Recommend properties that should have a pre-lease security survey.

14. Submit a copy of the market survey report to the RPCO for approval within the timeframe agreed to in the project schedule and be available to discuss report findings. The solicitation for offers (SFO) shall not be issued until the market survey report has been approved in writing by the RPCO.

15. After approval of the market survey report, prepare a letter on NOAA letterhead for the signature of the RPCO advising property owners that based on the market survey, their property does not appear to have the potential to meet the requirements of the SFO. Identify the specific reason why the property does not meet the requirements. Respond to inquiries from property owners or their agents. In the event that the owner is not satisfied with the Contractor's response, the owner shall be referred to the RPCO.

**NOTE** Regardless of whether a property has the potential to meet the requirements of the SFO, any party who requests an SFO must be provided a copy when it is issued. Such request shall be coordinated with the RPCO.

**C.5.2.5 Develop and Issue Solicitation for Offers (SFO) and Amendments**

1. Unless directed by the RPCO at orientation to use a different SFO format, the Tenant Improvement (TI) SFO format shall be used. A "boilerplate" TI SFO format is available at <http://www.gsa.gov/leasingform>. The boilerplate TI SFO may be updated and revised during the terms of the contract to conform to current regulations. An SFO must be tailored to the specific acquisition. For instance, if the boilerplate includes alternate clauses, select the correct clause for the acquisition and delete the one that does not apply.

If the TI SFO is used, the Contractor shall ensure that clauses are the current version and that applicable laws, regulations, and policies and other terms and conditions are accurately reflected. The Contractor shall notify the RPCO concerning any problems identified in the boilerplate. The RPCO is responsible for authorizing a change

2. If the RPCO determines an SFO format other than the TI SFO format is required for the acquisition, the RPCO will provide the Contractor an electronic version for use on the specific lease acquisition.

3. Timeframes for publicizing and issuing a solicitation and for establishing the date for receipt of Offers shall be in accordance with GSAM 505.203.

4. When a TI SFO format is used for the acquisition, the NOAA End User's special requirements are negotiated with the successful Offeror after lease award. If directed by the RPCO, the special requirements may be included in the SFO.

5. If non-priced evaluation factors have been approved by the RPCO for the acquisition, the factors, their relative importance, and the award methodology shall be included in the SFO. The complete evaluation standards and weights are not included in the SFO but are used to evaluate offers.



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6. The Contractor shall verify appropriate clauses, representations and certifications, specifications and standards, and any other forms necessary for an Offeror to submit a complete Offer are included in the SFO. NOAA includes the forms listed below in a typical SFO to meet statutory requirements. These forms are available on the GSA Realty Service Office homepage <http://www.gsa.gov/leasingform>.

(a) For lease acquisitions where the net annual rental is expected to exceed the Simplified Lease Acquisition Threshold, as discussed at task order orientation and documented in an agency's occupancy agreement, the SFO includes the following:

- GSA Form 1364, Proposal to Lease Space.
- GSA Form 1217, Lessor's Annual Cost Statement.
- Solicitation Provisions, GSA Form 3516
- General Clauses, GSA Form 3517 (Incorporated by Reference) or GSA Form 3517B (Full text).
- Representations and Certifications, GSA Form 3518
- NOAA End User Special Requirements (may not be included in a TI SFO)
- A blank copy of the Standard Form-2, U.S. Government Lease for Real Property marked as "DRAFT For the Offerors information only".

(b) For lease acquisitions where the net annual rental (gross rental, less services) is not expected to exceed the Simplified Lease Acquisition Threshold (SLAT) the SFO includes the documents listed below. The RPCO may request the Contractor to use the lease forms identified for an acquisition above the SLAT in lieu of the SLAT forms and format listed here. The RPCO shall specify if clauses shall be incorporated by reference or provided in full text in the SFO.

- GSA Form 3626, U.S. Government Lease for Real Property (Short Form) to be completed by the Offeror. Used in lieu of the SF-2.
- General Clauses, GSA Form 3517A(Incorporated by reference ) or GSA Form 3517C (Full text)
- Representations and Certifications, GSA Form 3518A
- NOAA End User Special Requirements
- Additional attachments as applicable to the particular lease acquisition.

7. After completion of the draft SFO submit a copy to the NOAA End User for review and comment. A draft copy and the agency comments shall then be sent to the RPCO for review and approval. The Contractor shall update the draft SFO based on the NOAA End User and RPCO comments and resubmit the SFO to the RPCO for final approval.

8. Check the debarred or parties excluded list at <http://www.epls.gov> and advise the RPCO if any party to be solicited in on the list.

9. Simultaneously distribute the approved SFO to potential Offerors who are capable of meeting the requirements defined in the SFO. A copy of the SFO must be provided to the current Lessor unless the current Lessor indicates in writing that he/she is not interested in participating in the acquisition. The Contractor shall maintain a record of parties who receive a copy of the SFO. A copy of the SFO shall be provided to any party who requests it, regardless of whether they are potentially capable of meeting the Government's requirements. Contact the RPCO upon receiving a request for an SFO from a party whose property was not surveyed during the market survey to determine the proper action to be taken. **NOTE:** Prior to award, any responses (either verbal or written) to questions posed by Offerors about the SFO shall be promptly furnished to all prospective Offerors. This shall be done by a formal amendment to the SFO after a draft amendment is approved by the RPCO. Prepare and issue the amendment simultaneously to all Offerors.

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### C.5.2.6 Review and Evaluate Initial Offers

NOTE: Late Submissions, Modifications, and Withdrawals of Offers must be handled in accordance with GSAM 552.270-1(c).

Consistent with procurement regulations, all Offers must be reviewed and evaluated to determine which are fair and reasonable and in compliance with the terms and conditions stated in the SFO. The exact steps may vary depending on the SFO used for the acquisition. Typically, if a unit cost SFO was used, the unit costs of tenant improvements above shell are evaluated and negotiated prior to award. If a TI SFO was used, Offers are submitted and negotiations conducted for tenant improvements above shell after lease award. If best value trade off source selection procedures were followed and non-priced factors are being evaluated, evaluations must be in accordance with the evaluation methodology stated in the SFO. Failure to do so may result in protests and, in some instances, starting the acquisition over. The Contractor shall, at minimum:

1. Safeguard the confidentiality of all Offers in accordance with statutory and regulatory requirements. All proposals shall be locked in a cabinet or similarly secured environment when not in use. Anyone in the Contractor's firm with access to Offers shall complete a Nondisclosure/Conflict of Interest Agreement, **Section C.11, Exhibit 2** unless these documents were previously submitted when the task order was issued. Conflict of Interest requirements are stated in Section B. At no time will information regarding the number or identity of the Offerors or any other information relative to a particular Offer or Offeror be disclosed to anyone other than the RPCO, or his/her designee(s).

2. Review compliance of an Offer with terms and conditions of the SFO and document whether it is in compliance or noncompliance. Areas of noncompliance and deficiencies shall be documented in the written negotiation objectives and, after approval by the RPCO, provided to the Offeror in writing and discussed with the Offeror during negotiations. Offer evaluation includes, but is not limited to ensuring compliance with the following:

(a) The Offeror is the building owner or has the authority to act in the owner's behalf. The Contractor shall obtain a written statement verifying this authority from the building owner or attach other acceptable evidence.

(b) The Offeror has initialed and dated each page of the SFO.

(c) The Offeror has provided the evidence of capability to perform and it meets the criteria stated in the SFO.

(d) The Offer is in compliance with the Randolph-Sheppard Act, if required for the acquisition.

(e) The Offer is in compliance with the Resource Conservation and Recovery Act (RCRA) or has submitted the required waiver. (See GSAM 523.4)

(f) The appropriate seismic safety certifications or other certifications required by the SFO have been provided.

(g) The GSA Form 3518 or 3518A, Representations and Certification, is complete and the Offeror is presently in compliance with required Federal regulations.

(h) The Offer is in compliance with any other requirement stated in the SFO, including, but not limited to, the quality of the building, TI allowance, parking services, term, occupancy date, ADA and UFAS standards, etc.

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(i) Measurement of the floor plans indicates the offered space and the location of the offered space within the building meet the ANSI BOMA Office Area square footage offered and has the potential for efficient layout in accordance with standards in the SFO. The Contractor shall provide a statement indicating that space meets the requirements and sign and date the plans to indicate that scaling of plans was accomplished.

(j) The offered space and building meets fire and life safety requirements. Special requirements apply if the space is three or more stories above grade or six or more stories above grade. If the RPCO determines a certified Fire/Safety Engineer must perform an additional review, NOAA will obtain such services from other Government personnel or from another NOAA contractor.

(k) There are no exceptions taken to SFO language or General Clauses by the Offeror. The Contractor will notify the RPCO of any exceptions to the SFO language or General clauses prior to any discussions with the Offeror. Changes to the SFO language or clauses require RPCO approval. Consultation with the OGC on such issues will be performed by the RPCO. If a change to the language or a clause is approved the SFO shall be amended and the change provided to all Offerors simultaneously.

3. Evaluate the price and recommend negotiation strategies to minimize Government lease costs. The Contractor shall at minimum document the following in their price evaluation analysis:

(a) The price reasonableness of the Offer by evaluating the base cost of services on the GSA Form 1364 and the Lessor's Annual Cost Statement, GSA Form 1217. The base cost for operating expenses on the GSA Form 1364 should equal line 27 of the GSA Form 1217. The Contractor shall prepare a "preliminary" Lease Determination Worksheet to ensure that the lease will be an operating lease rather than a capital lease. The Contractor shall perform cost and price analysis of the cost elements outlined on the GSA Form 1217 where the total operating cost exceeds researched market rates or there is reason to question whether the proposed rates are fair and reasonable. Compare prices with SIOR rates and BOMA market rates and cite comparables or other market data used for the evaluation. Provide an explanation if the rental rate exceeds the SIOR rate or other fair market rate identified for the acquisition. If sufficient competition or other measure of price reasonableness is not provided by the Contractor to substantiate price reasonableness, the Contractor may be required to obtain an independent rent appraisal at their own expense.

(b) Perform a Present Value Price Analysis on each Offer per the methodology contained in the SFO.

(c) If an Offeror's building qualifies for the historic building preference, apply the current preference percentage to the Offers in accordance with the instructions in the SFO.

(d) Evaluate the reasonableness of the overtime rate for heating, ventilation, and air-conditioning (HVAC) for Offers where utilities and/or HVAC are included in the rental rate. If payment of utilities will be separate from rent confirm that Government costs will be separately metered.

(e) If a unit cost SFO is used or NOAA's special requirements are included in a TI SFO, the Contractor shall notify the RPCO if the Offeror's proposal for tenant improvements exceeds NOAA's TI allowance. For all lease acquisitions, NOAA will have in place a negotiated Occupancy Agreement which outlines the NOAA End User's financial agreement with NOAA, including such things as total tenant improvement allowance and any other financial arrangements, such as buy down of the TI costs or lump sum payment requirements.

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(f) If a unit cost SFO was issued for the acquisition, the Contractor shall determine whether build-out costs are reasonable. In the absence of sufficient price competition (at least two competitive Offers) or other standard of price reasonableness as allowed by FAR Part 15, the Contractor shall provide an independent and supported cost estimate in the CSI format to substantiate price reasonableness. A party who has not seen the Offers shall prepare the estimate.

(g) Evaluate the reasonableness of percentage of occupancy proposed for tax adjustments.

4. Evaluate Subcontracting Plans. If subcontracting plans were required to be submitted with initial Offers, review the Small Business Subcontracting Plan to determine if the Offeror's subcontracting plan goals are sufficient. The RPCO will submit the plan to DOC's Office of Small Business Utilization (OSDBU) for review and comment. In the event weakness or deficiencies are identified in the plan, include targeted goals in negotiation objectives. Plans are not required from small business concerns. Offerors indicate on the Representations and Certifications document, GSA 3518 or 3518A, if they meet the SBA small business size standard. If directed by the RPCO, subcontracting plans may be requested with Final Proposal Revisions or only from the successful Offeror after lease award.

5. If non-priced factors were included in the SFO, evaluate in accordance with the methodology in the SFO.

6. It may be necessary to address special security requirements. If so, NOAA will arrange for a pre-lease security survey. This survey may be performed by NOAA or by another source designated by the RPCO. The pre-lease security survey report will be provided to the Contractor in the event changes are required to the SFO that need to be addressed during negotiations

7. Prepare an abstract of each Offer documenting the points identified above, the annual rental expressed in rentable and ANSI BOMA Office Area square feet for the firm term and any additional terms; the length of the firm term and any additional terms; the base cost of services; the Present Value Price Analysis; any concerns regarding the rent including alterations and reimbursable alterations (non-amortized) required by the SFO; ADA/UFAS compliance; and Fire and Life Safety considerations, and the commission and commission credit arrangement, etc.

8. Develop written negotiation objectives for each Offer. The negotiation objectives shall include those items requiring only clarification and those items that need to be discussed during negotiations (weaknesses and deficiencies). If directed by the RPCO, prepare a letter for his or her signature, outlining the weakness or deficiencies in the Offer. If best value trade off procedures were used, the trade-off must be fully defined and the rationale for the trade-off documented.

9. Prior to the commencement of discussions/negotiations, the Contractor shall submit the Offers, the abstract, and the written negotiation objectives to the RPCO who will review and approve all negotiation objectives/targets prior to the start of negotiations.

10. The RPCO will score Offers and advise the Contractor if objectives related to scoring need to be included in the negotiation objectives.

11. When non-priced factors are evaluated using best value trade off procedures, if an Offer is not included in the competitive range, the Contractor shall prepare written notification on NOAA letterhead for the signature of the RPCO

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notifying the unsuccessful Offeror that their Offer has been excluded from the competitive range. In accordance with FAR Part 15, only the most highly qualified proposals are included in the competitive range unless the competitive range is limited for efficiency. The Contractor may be requested to assist the RPCO in debriefings of Offerors not included in the competitive range.

**C.5.2.7 Negotiate Initial Offers (Not applicable when award is made based on initial Offers) NOTE: In negotiations with competitive Offerors the following actions are prohibited**

- (a) Favoring one Offeror over another
- (b) Revealing an Offeror's technical solution
- (c) Revealing an Offeror's price without the Offeror's permission.
- (d) Revealing the names of individuals providing reference information about an Offeror's past performance.
- (e) Knowingly furnishing source selection information in violation of FAR 3.104.

The Contractor shall:

1. Advise Offerors in writing and verbally of the weakness and deficiencies in their Offers, including adverse past performance information to which the Offeror has not had an opportunity to respond. Names of personnel who provided the past performance information **shall not** be provided to the Offeror. Offerors whose proposals are included in the competitive range will be given the opportunity to submit revised proposals after negotiations/ discussions are closed.
2. Conduct independent discussions/negotiations with each Offeror within the approved negotiation targets. Negotiations may be conducted in person, in writing, or telephonically. The RPCO and a NOAA End User representative may be present during negotiations. The Contractor shall invite the RPCO to the negotiations. The NOAA End User may be invited if approved by the RPCO.
3. Unless submitted with the initial Offer or if only the apparent successful Offeror will be required to submit a subcontracting plan, advise Offerors, except small business concerns, of the requirement to submit a Small Business Subcontracting Plan with their Final Proposal Revisions. If a subcontracting plan was requested with initial Offers, negotiate targets and submit to the RPCO for coordination with the DOC or NOAA Small Business Technical Advisor and final approval.
4. If errors, omissions, or deviations to the SFO are necessary as a result of discussions, prepare an amendment to the SFO for the approval of the RPCO.
5. Prepare a record of negotiations for each Offer and submit to the RPCO for review and approval.
6. Discussions shall be closed by issuing written notification to Offerors on NOAA letterhead and for the signature of the RPCO, the date and time that negotiations are closed and the date that Final Proposal Revisions (FPR's) are due. If using simplified procedures, FPR's may be requested orally. Requests for FPR's shall include an Offer's deficiencies or corrections discussed during negotiations but not previously provided to an Offeror in writing. If subcontracting plans are required with FPR's include a request for plans with the written notification. **Discussions or negotiations shall not be conducted after the date negotiations are closed.**

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**NOTE: Late Submissions, Modifications, and Withdrawals of Offers must be handled in accordance with GSAM 552.270-1(c).**

**C.5.2.8 Evaluate Final Proposal Revisions (FPR's)**

1. Each FPR shall be evaluated with the objective of determining the most advantageous final Offer based on compliance with the SFO, the price, and if applicable the non-priced evaluation factors. Offers shall only be evaluated in accordance with the evaluation methodology stated in the SFO. Use of any other method may result in a protest.
2. If required, request clarifications of the FPR's. If any element of an FPR is not clear, a clarification must be requested from the Offeror. It is important that such inquiries be made in the form of a clarification of the existing Offer and not as a request for additional information or an invitation to change the Offer.
3. Prepare a written determination identifying the apparent successful Offeror consistent with evaluation and award factors stated in the SFO. The determination will include the annual rent for the space, the rentable rate per square foot, and the ANSI BOMA Office Area rate per square foot. A statement as to why the proposed rental rate is fair and reasonable is required. A present value price analysis as described in the SFO must be included to support the successful Offer. A justification or cost benefit analysis may be required to support award at the existing location if the existing Lessor is not the successful Offeror.
4. Subcontracting Plan - Submit subcontracting plans submitted with FPR's to the RPCO who will coordinate approval with the OSDBU. Plans are not required from concerns that indicate in their Representations and Certifications (GSA 3518 or 3518A) that they are a small business concern. Failure to negotiate an acceptable Subcontracting Plan may result in an otherwise successful Offer being unacceptable.
5. Prepare a record of negotiations and submit to the RPCO for review and approval. The price negotiation record will include a brief discussion of the negotiation objectives, an abstract of all FPR's, the rationale for the award decision, all factors considered, and other attachments as necessary. If the acquisition was conducted using best value trade off source selection procedures see FAR Part 15 for requirements for the Source Selection Evaluation report and the Source Selection Authority Decision document.
6. In situations where the total aggregate lease acquisition contract value is equal to or greater than \$10,000,000, Equal Employment Opportunity (EEO) approval from the Department of Labor for the successful Offeror is required before lease award. A letter addressed to the appropriate Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) Regional Office shall be prepared for the signature of the RPCO. At a minimum the information required by FAR 22.805(5) (i) through (vi) shall be included in the letter.
7. Verify the Offeror is not on the Excluded Parties Listing System (EPLS). The EPLS can be accessed at the website at <http://www.EPLS.gov>.
8. If only the successful Offeror is required to submit a subcontracting plan, after notification by the RPCO, request a plan and submit to the RPCO for coordination with OSDBU.

**NOTE:** Upon receipt of the FPR's and evaluation documents, the RPCO will perform a scoring analysis, make a responsibility determination, and obtain the NOAA End

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User's approval. The RPCO will provide written approval to the Contractor to prepare lease documents after completion of the above steps.

### C.5.2.9 Prepare Lease Documents

After receipt of the EEO clearance, if required, and notification from the RPCO to proceed the Contractor shall;

1. Assist the RPCO in a) preparing the lease determination worksheet; b) completing NOAA's existing forms for FASAB and A-11 analysis; c) completing a Lease Review Board (LRB) Checklist; and d) presenting the proposed lease to the LRB. At the request of the RPCO, the Contractor shall incorporate recommendations from the LRB into the relevant documents.

2. Draft the lease contract and submit an original and one copy along with an award letter, if required by the RPCO, on NOAA letterhead for the signature of the RPCO. The lease contract will typically include most of the documents contained in the SFO; a Standard Form (SF) 2, U.S. Government Lease for Real Property; floor plans, and any pertinent information from the Offeror's Final Proposal Revision. The total commission arrangement and the commission credit shall be documented on the SF-2. Submit the completed lease file tabs 1 through 5 and a partial tab 6 (Section C.11, Exhibit 1) -- the documents completed to date, which require review prior to lease award. Submit a copy of the SF-2 to the RPCO after approval by the RPCO.

3. Submit a data worksheet (format to be provided) that includes the proposed annual rental, the square footage, and any other costs that are not provided for in the annual rental such as utilities, services and above-standard alterations.

4. After the RPCO reviews the draft lease, incorporate needed changes or corrections to the lease contract documents.

5. Prepare a cover letter on NOAA letterhead and forward an original and one copy of the approved lease contract to the successful Offeror for signature. Upon receipt of the signed leases (original and one copy) from the Lessor, review to ensure the Lessor has made no changes and submit both copies of the lease to the RPCO for signature. If changes have been made by the Lessor the Contractor shall notify the RPCO in writing of the changes. The lease is considered awarded when signed by the RPCO or the RPCO's signature on an award letter that states that the Government has accepted the lease. Upon receipt of a fully executed lease from the RPCO, the Contractor shall prepare a transmittal letter for the signature of the RPCO and transmit a lease with original signatures to the successful Offeror.

6. Prepare a notice on NOAA letterhead for the signature of the RPCO advising unsuccessful Offerors of the name of the successful Offeror, the building address, and the awarded rental rate. A sample notification letter will be provided with post award contractor training materials or by the RPCO. If an unsuccessful Offeror requests a debriefing, the Contractor may be required to assist the RPCO with the debriefing.

7. The Contractor shall assist the RPCO in preparing a memo for the RPCO's signature to send to NOAA Finance initiating rental payments and providing the Vendor Identification Number.

8. The Contractor shall assist the RPCO in distributing copies of the lease to the NOAA End User and others as specified by the RPCO.

9. The Contractor shall assist the RPCO in abstracting the terms of the new lease for data entry in the Federal Real Property Management (RPM) system.

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10. The Contractor shall assist the RPCO in completing a Lease Abstract that identified cyclical performance obligations on the part of the Lessor during the term of the lease.

11. Immediately following lease award, when required by Federal procurement regulations, post the required lease contract award notice on the Federal Business Opportunity website. In accordance with FAR 5.301(a), this is required for awards over \$25,000 that are likely to result in the award of any subcontracts.

**C.5.2.10 Post Award Services**

**NOTE: If utilities are not included in the lease, the RPCO will submit the request for utility service(s) to the appropriate NOAA procurement office.**

The Contractor shall perform Post Award Services including the following:

1. Notify the agency in writing of the due date in the lease for agency layouts. Layouts may be prepared by the NOAA End User, by a NOAA contractor, or by the Lessor. Follow up with the tenant agency as necessary and notify the RPCO if agency layouts will not be submitted within timeframes agreed to by the tenant agency in the project schedule.

2. Review agency layouts to determine if they are in compliance with the National Fire Protection Act Section-101 (Life Safety Code), GSA program guidelines, OSHA standards, and other applicable codes or regulations. Any changes required by virtue of this review must be coordinated and approved by the NOAA End User and the RPCO. If the Government requires certification by a certified Fire/Safety Engineer, the certification may be obtained from the Lessor, Government personnel, or from another Government contractor. The Contractor may be required to participate in discussions concerning the layouts with Fire/Safety personnel and to coordinate required changes with the Lessor or NOAA End User.

3. If a TI SFO was used for the acquisition and tenant improvement costs were not evaluated prior to award, as described in the Tenant Improvement section of the SFO, the Contractor shall request a proposal from the Lessor for tenant improvement work and determine price reasonableness in accordance with the terms of the SFO and FAR Part 15. If price proposals exceeds NOAA's improvement allowance, the Contractor shall notify the RPCO. If the Lessor does not submit three independent and competitive bids from qualified contractors or there is reason to question the reasonableness of the lessor's proposal, the Contractor shall obtain an independent cost estimate in the CSI format and compare it with the lessor's proposal to substantiate the price reasonableness of the lessor's proposal. The party preparing the independent cost estimate shall not have had access to the lessor's bids. If the lessor's price proposal is not determined to be reasonable, the contractor shall assist the RPCO in negotiating a reasonable price for the tenant improvements.

4. When required, the Contractor shall obtain the Lessor's disposal of construction waste plan. Also, if reused materials or equipment will be used, obtain the Lessor's reuse plan. The timeframe for submission of these reports shall be established at the preconstruction meeting. The RPCO will obtain the review of the Environmental Quality Advisor when required. If requested by the RPCO, the Contractor may be required to assist in discussions with the Environmental Quality Advisor.

5. The Contractor shall obtain a copy of the Lessor's construction schedule, required by the SFO. Ensure that it reflects required milestones. Submit a

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construction monitoring and inspection plan based on the Lessor's schedule to the RPCO for approval. The plan will identify the personnel, including their qualifications, who will attend the pre-construction conference and the contractors plan for monitoring and inspecting the construction or alteration work to ensure the project is on schedule and being constructed in accordance with the specifications and standards in the SFO.

6. Schedule a pre-construction conference with the Lessor, the RPCO and the NOAA End User. The Contractor is responsible for coordinating the meeting and ensuring all concerns of NOAA are addressed at the meeting. Determine dates for submission of documents required to comply with the SFO, such as, plans for the disposal or recycling of construction waste, landscape plans, finish selection samples, color boards, etc. Advise the Lessor if Material Safety Data Sheets (MSDS) are required by the SFO. If the Davis-Bacon Act applies, advise the Lessor of submission requirements. If any issues arise that will impact the delivery schedule, notify the RPCO.

7. The Contractor shall prepare and distribute meeting minutes within seven calendar days after this or any subsequent meeting or conference call to the RPCO, NOAA End User, and Lessor unless the RPCO determines meeting notes are not necessary. The RPCO should be kept informed of project status including communications with the Lessor through written documentation consisting of either e-mail or project reports at intervals requested by the RPCO.

8. The Contractor shall monitor and perform inspections during construction to ensure that work is proceeding according to the Lessor's approved construction schedule. Construction may range from simple alterations to the construction of a new building. The Contractor shall inspect the work in accordance with the monitoring plan. The Contractor is required to perform inspections to ensure that the space meets the requirements of the SFO. A locally available construction inspector shall perform the inspections. The Government may elect to schedule additional technical inspections for complex projects for detailed inspection of the HVAC, electrical, or structural components. These type inspections are normally performed by Government technical personnel or by other Government contractors. The Contractor shall cooperate with Government technical personnel or other Government contractors to coordinate inspections dates in order to not delay the Lessor's construction contractor with excessive inspections.

9. The Contractor shall notify the RPCO in writing of any delays or problems identified during inspection that might impact the planned occupancy date. If directed by the RPCO, the Contractor shall prepare a letter or email to the lessor outlining the deficiencies identified during the inspection that require corrective action. The Contractor shall follow-up to ensure deficiencies are corrected.

10. Obtain all submissions required from the Lessor in accordance with requirements and timeframes stated in the SFO, for example, payroll submissions are required by Davis-Bacon Act, color boards, finish samples, etc. and submit to the RPCO for review or NOAA End User if the RPCO requests the Contractor to do so.

11. If the Davis-Bacon applies, the Contractor shall review lessor payrolls, conduct any required interviews as required by the Davis-Bacon Act clauses in the SFO. The results of the payroll reviews and interviews shall be submitted to the RPCO for review.

12. The Contractor shall review the schedule dates for occupancy services, for instance, physical relocation of the NOAA End User's personal property, installation of telecommunications service, installation of computer cabling, furniture delivery, or other similar services with the tenant agency, NOAA, and

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the Lessor during the construction period. The Contractor shall not perform these services, but merely ensure planned delivery dates for the services and/or installations are scheduled for performance at the appropriate times for occupancy and that parties are notified of changes that may impact schedule dates. Notify the RPCO of any problems that may delay occupancy and effect these planned dates. The RPCO shall coordinate with the NOAA End User concerning any delays that will impact the occupancy date.

13. As approved by the RPCO, the Contractor shall assist the RPCO in negotiating change orders and preparing Supplemental Lease Agreements (SLA's) for the RPCO's signature. Change orders are defined as alterations associated with new space, which were not included in the original lease. When required by the RPCO, the Contractor shall develop an independent cost estimate and review the current approved project schedule to determine if the change will have an impact on the schedule. The Contractor shall obtain the Lessor's price and, if applicable, a time extension. The Contractor shall assist the RPCO in negotiating a fair and reasonable price and time extension with the Lessor after approval of negotiation objectives by the RPCO and then prepare the SLA for signature of the RPCO. The final SLA shall establish the lease commencement date, address all modifications to the initial lease contract, and document the total commission arrangement including the expected final commission payment, the commission credit, and the shell rent adjustment.

14. The Contractor shall assist the RPCO in performing pre-occupancy inspection:

- Inspect the space at the completion of the Lessor's construction period for substantial completion. The NOAA End User and Lessor shall participate in the inspection.
- Prepare a list of "punch-list" items that the NOAA End User and the Contractor determine are not in compliance with the lease or are not complete.
- Provide the RPCO, the NOAA End User, and the Lessor, a copy of the written report of the findings from the pre-occupancy inspection. Schedule a final inspection of "punch-list" items.
- Compare design intent drawings with actual space delivered and verify that all alterations required by the lease whether or not reflected on the drawings have been delivered.
- Measure and categorize the ANSI BOMA Office Area Square footage delivered to the Government. The Government will provide a format for this information during Contractor post award orientation.
- Obtain a copy of the Lessor's occupancy permit, unless the local jurisdiction does not issue occupancy permits. In that case contact the RPCO who will procure a Fire and Life Safety review. The Contractor may be required to participate in discussions with Fire and Life Safety personnel, the Lessor, and the NOAA End User.

15. Perform a final inspection to ensure punch list items are complete. Advise the RPCO and Lessor, if directed by the RPCO, of any incomplete items and reschedule another inspection.

16. Calculate the required cost adjustments and provide a list of item quantities and a total debit/credit reconciliation to the RPCO. Prepare an SLA, obtain approval of the RPCO, and submit the SLA to the Lessor and then to the RPCO for signature.

17. A fully executed SLA with original signatures shall be furnished to the Lessor. Copies of all fully executed SLA's shall be forwarded to the NOAA End User, the Property Management Customer Service Center designated by the RPCO, and to any other DOC or NOAA function deemed necessary by the RPCO, but not to exceed two additional copies.

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18. As specified in the SFO, obtain from the Lessor as-built drawings (CAD and Mylars). Verify the accuracy of the drawings and submit to the RPCO. Drawings shall not be transmitted electronically unless encrypted in accordance with NOAA policy. The RPCO shall distribute copies of the drawings to any other party who may require a copy.

19. Submit the complete lease contract file with original documentation to the RPCO for final approval and acceptance. Lease file documents are to be filed and tabbed in accordance with the Lease File Checklist, **Section C.11, Exhibit 1**, and set up in the folders/format specified by the RPCO.

20. Prepare an SLA for final acceptance and include the acceptance date, adjusted rental rates, outstanding deficiencies, the commission payment, the commission credit, and any other information required by the RPCO. Submit to the RPCO for execution with the complete lease file.

**Exceptions to Competitive Procedures for Succeeding and Superseding Non-Competitive Lease Acquisitions**

A succeeding lease is a new lease contract at the existing lease location to cover continued occupancy of the premises at the end of the lease term without a break in continuous tenancy. A superseding lease replaces an existing lease before it expires. Both succeeding and superseding lease acquisitions require award of a new lease. Certain competitive acquisition may also result in a succeeding lease if after competition the current Lessor is the successful Offeror. The following procedures relate only to noncompetitive acquisitions.

Succeeding and Superseding noncompetitive lease acquisitions shall be performed by following the procedures for a competitive lease acquisition with the following exceptions:

Since succeeding and superseding lease acquisitions that exceed the Simplified Acquisition Threshold, are noncompetitive (sole source) actions, they must be justified, documented and approved by the RPCO in accordance with acquisition regulations in GSAM 570.402 and GSAM 570.404. After development and approval of requirements, orientation, and development of a schedule as described above for competitive actions, the following additional actions are required unless the task order states the Government has performed them.

1. Publish the notice required by GSAM 570.404-2.
2. Conduct a survey of the market to identify potential source in accordance with GSAM 570.301.
3. If no potential sources are identified, prepare a sole source justification to award to the current Lessor in accordance with FAR 6.3 and GSAM 506.3.
4. If potential locations are identified, conduct a cost-benefit analysis in accordance with GSAM 570.402-6. If the cost benefit analysis indicates the Government cannot expect to recover relocation costs and duplication costs through competition, prepare a justification for the approval of the RPCO in accordance with FAR 6.3 and GSAM 506.3.
5. If the determination resulting from steps 3 or 4 indicates the Government will only negotiate with the current Lessor, the following must be performed:
  - (a) After approval of the requirements, inspect the existing space to determine whether alterations are necessary to comply with fire and life safety and accessibility requirements. Obtain a copy of the report from the RPCO that

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reflects any outstanding fire and life safety deficiencies for the current location. These issues as well as any other NOAA End User requirement changes shall be addressed during negotiations.

(b) Verify the space is in compliance with flood plain and seismic requirements.

(c) Prior to requesting an Offer, prepare and submit to the RPCO an itemized cost estimate of NOAA End User reimbursable alterations/installations to be performed/provided and installed by the Lessor. An estimated cost for alterations to be amortized in the annual rent shall be provided. The Contractor shall consult with the RPCO to determine whether alterations are to be amortized in the rental, paid for as a lump sum, or a combination of both. Cost estimates will be in the CSI format and include the following.

Description of Work	Number of units and unit measurement, if applicable	Unit cost (to include material cost, labor, overhead and profit)	Total cost per line item	Total tenant improvement costs	Total Cost for all reimbursable alterations/installations
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(d) Identify commissions and commission credit.

Normal lease acquisition procedures as described above for the competitive lease acquisition task are followed from this point in the process.

6. If potential locations are identified, but a cost-benefit analysis indicates that the Government can expect to recover relocation and duplication costs through competition proceed with full and open competition procedures unless the RPCO determines that the Contractor shall proceed with a noncompetitive action. If so the RPCO will prepare and approve a Justification for Other Than Full and Open Competition (JOFOC.) After approval the Contractor shall proceed with the noncompetitive action.

**C.6. DISPUTES, PROTESTS, CLAIMS AND APPEALS, CONGRESSIONAL INQUIRIES AND FREEDOM OF INFORMATION ACT (FOIA INQUIRIES)**

In the event of a protest, dispute, claim, appeal, or congressional inquiry, FOIA or other such inquiry, the Contractor shall provide necessary services to address the issue for any tasks they have performed. The Government will not reimburse the Contractor for these types of services. In the event coordination with OGC on matters related to the Contractor's performance on the contract or a task order is required, the RPCO will handle the coordination. The Contractor will not contact OGC directly. If OGC needs to contact the Contractor personnel directly to resolve an issue, the Contractor shall respond to requests for information either verbally or in writing within the timeframe requested.

**C.6.1 DISPUTES/PROTESTS**

If a protest is filed on a lease acquisition where services were performed by the Contractor (whether filed with the DOC, the Government Accountability Office (GAO), or a court of jurisdiction), the Contractor shall, at the RPCO's request, support and assist the Government in the preparation of documents required to adequately address the issues raised in the protest. Documentation may include, but is not limited to, Notice of Receipt of Protest, Contracting Officer's Statement of Fact and Position, or a Findings and Determination to authorize contract award and performance, and the Assembly of protest file in accordance

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with FAR 33.1. The Contractor may be required to participate as fact witness in meetings, alternative dispute resolutions, depositions, hearings or trials related to the lease acquisition as may be required by the Government.

### C.6.2 CLAIMS/APPEALS

If a claim is filed by a lessor on a lease awarded by NOAA as a result of a task order issued under this contract, the Contractor shall support and assist the Government in the preparation of a RPCO's Final Decision memo with all related supporting documentation. This work would be related to a claim that may arise from a build out on a lease awarded under a task order where the Contractor was responsible for monitoring the lessor's performance. The Contractor shall support and assist the Government in the assembly of a claim file in accordance with FAR 33.2, and may be required to participate as fact witnesses in meetings, alternative dispute resolutions, depositions, hearings or trials related to the lease as may be required by the Government.

### C.6.3 FOIA/CONGRESSIONAL/OTHER INQUIRIES

Prior to completion of a task order, the Contractor shall, as requested by the RPCO, provide input concerning Freedom of Information Act (FOIA) requests, Congressional inquiries, or other similar requests for information.

### C.7. REPORTS

The Contractor shall submit the reports listed below on a quarterly reports, to the PCO Officer at the following address:

DOC/NOAA/AGO/CRAD  
601 E 12<sup>th</sup> Street, Room 1756  
Kansas City, MO 64106-2808

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C.7.1 NEW TASK ORDERS/MODIFICATIONS RECEIVED

- Contract Number
- Contractor Name, Contact Name and Phone Number
- Task Order Number
- Modification Number (when applicable)
- Issue Date
- RPCO
- RPCO/Ordering Official
- NOAA End User
- Location (City, State)
- ANSI BOMA Office Area SF
- Task
- Estimated Occupancy Date/Complete date

C.7.2 LEASES AWARDED

- Contract Number
- Contractor Name, Contact Name and Phone Number
- Lease Number
- Lease Award date
- Task Order Number
- Task Order Issue Date
- RPCO/ Ordering Official
- RPCO
- NOAA End User
- Location (City, State)
- ANSI BOMA Office Area SF
- Task Ordered
- Estimated or actual Occupancy Date
- Lease rate negotiated (added by amendment #1)
- SIOR rate (added by amendment #1)

C.7.3 COMMISSIONS COLLECTED AND COMMISSION CREDITS

- Contract Number
- Contractor Name, Contact Name, Phone No.
- Task Order Number
- Issue Date
- RPCO/Ordering Official
- COR
- NOAA End User
- Location (City, State)
- Square Footage
- Lease Number
- Lease award date (initial)
- Occupancy Date (Final)
- Total Lease Commission Percentage
- Total Lease Commission Dollar Amount
- Commission Percentage Credited to the lease
- Commission Dollar Amount Credited to the lease
- Term that commission was paid on (added by amendment #1)

**C.7.4 TASK ORDERS COMPLETED**

- Contract Number
- Contractor Name, Contact Name and phone number
- Task Order Number
- Issue Date
- RPCO/Ordering Official
- COR
- NOAA End User
- Location (City, State)
- ANSI BOMA Office Area SF
- Lease Number
- Lease Award Date
- Occupancy Date
- Date Final Submission to RPCO, Lease files, as built, etc

**C.7.5 OTHER SERVICES PROVIDED**

Identify any services provided for disputes, protests, FOIA, Congressional or other inquiries, and requests for market data. Identify the Region requesting the information and if the information or service is related to a task order or lease include the task order number and lease number.

**C.8. MARKET DATA**

Occasionally, the Government has a need for limited market data that real estate firms typically provide to clients at no cost. Therefore, if requested by the Government, the Contractor shall provide the following types of market data to the Government.

1. Summary market information such as:

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

2. Comparable market range:

The Contractor shall provide a range of market rental rates, broken down by components, for each applicable class of buildings surveyed. Comparable leases obtained as part of the market analysis shall substantiate the rental ranges quoted. Components of the analysis shall include:

- (a) Base rent (e.g., recovery of investment on ownership costs of land, building, financing plus profit)
- (b) Space build-out costs amortized over lease term
- (c) Property tax cost

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- (d) Operating costs.
- (e) Other costs not included in the lease.

The total of these items will constitute total gross rental cost. If it is not possible to provide comparable data on at least three buildings, the Contractor shall provide a written explanation of the market conditions preventing the collection of the required data.

### **C.9. QUALITY CONTROL REQUIREMENTS**

The Contractor is responsible for quality control of all services provided under the contract. Inspection by the Government does not relieve the Contractor of this responsibility.

### **C.10 MINIMUM STANDARDS FOR TASK ORDER ACCEPTANCE**

#### **C.10.1 LEASE ACQUISITION AND POST AWARD SERVICES**

##### **C.10.1.1 Technical Quality**

Performance of most services will result in a lease contract for the Federal Government. Therefore, all services must be in compliance with Federal Lease Laws, Statutes, Executive Orders, and Regulations, and with the terms and conditions of the contract to be acceptable to the Government. Services and submissions will be inspected and accepted by the RPCO at stages specified in the work description. The purpose of inspection is to determine technical compliance with applicable laws, statutes, and regulations and with any other contract requirement. The Lease File Checklist, **Section C.11, Exhibit 1**, documents steps that must be performed during a Federal lease acquisition and will be the primary document used by the RPCO to evaluate compliance with technical requirements. Services not performed in accordance with regulations and the terms of this contract will not be considered acceptable.

##### **C.10.1.2 Documentation Quality**

Documentation submitted shall be complete, accurate, neat, and assembled in accordance with contract requirements or it will not be accepted.

##### **C.10.1.3 Timeliness**

Work must be performed in accordance with timeframes/dates agreed to by the Contractor and approved by the RPCO in writing and reflected in the project schedule or included in the task order. Unless an excusable delay is identified and approved by a RPCO in writing, failure to meet required delivery dates or to meet milestones which endangers performance of a task order may result in termination of a task order for default in accordance with the default clause of the contract or by other remedies available to the Government.

##### **C.10.1.4 Responsiveness**

Failure to keep appropriate parties apprised of project status in a timely manner will be considered in evaluating performance and could result in termination.



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C.11 LIST OF EXHIBITS

- Exhibit 1 Lease File Checklist (This is an example of the Lease File Checklist used by GSA. It is intended to be used as a guide. Any adjustment to the format and content is subject to mutual agreement by the contracting parties)
- Exhibit 2 Conflict of Interest Acknowledgement and Nondisclosure Agreement
- Exhibit 3 Project Schedule (This is an example of a project schedule to be used as a guide. Any adjustment to the format and content is subject to mutual agreement by the contracting parties)

The Contractors Representations and Certifications are incorporated into the contract by reference.



## CONFLICT OF INTEREST ACKNOWLEDGEMENT AND NONDISCLOSURE AGREEMENT

For proposals submitted in response to NOAA Contract: \_\_\_\_\_, I agree to the following:

- (a) To the best of my knowledge and belief, no conflict of interest exists that may either:
  - (1) Diminish my capacity to impartially review the proposals submitted.
  - (2) Or result in a biased opinion or unfair advantage.
- (b) In making the above statement, I have considered all the following factors that might place me in a position of conflict, real or apparent, with the evaluation proceedings:
  - (1) All my stocks, bonds, other outstanding financial interests or commitments.
  - (2) All my employment arrangements (past, present, and under consideration).
  - (3) As far as I know, all financial interests and employment arrangements of my spouse, minor children, and other members of my immediate household.
- (c) I have read and understand the requirements of the Standards of Ethical conduct for Employees of the Executive Branch (5 C.F.R. Part 2635) and Supplemental Standards of Ethical conduct for Employees of the General services Administration (5 C.F.R. Part 6701).
- (d) I have a continuing obligation to disclose any circumstances that may create an actual or apparent conflict of interest. If I learn of any such conflict, I will report it immediately to the Contracting Officer. I will perform no more duties related to evaluating proposals until I receive instructions on the matter.
- (e) I will use proposal information for evaluation purposes only. I understand that any authorized restriction on disclosure placed on the proposal by the prospective contractor, prospective subcontractor, or the Government applies to any reproduction or abstracted information of the proposal.
- (f) I will use my best efforts to safeguard proposal information physically. I will not disclose the contents of, nor release any information about, the proposals to anyone other than:
  - (1) The source selection Evaluation Board or other panel assembled to evaluate proposals submitted in response to the solicitation identified above.
  - (2) Other individuals designated by the Contracting Officer.
- (g) After completing evaluation, I will return to the Government all copies of the proposals and any abstracts.
- (h) These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section

7211 of title 5, United States code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States codes, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Lease File Checklist

PROJECT NUMBER: _____	LOCATION: _____
LEASE NUMBER: _____	
LOCATION CODE: _____	SQUARE FOOTAGE: _____
BROKER CONTRACT NO. _____	TASK ORDER NO. _____
CONTRACT LEASING AGENT: _____	PHONE NUMBER: _____
CONTRACTING OFFICER: _____	

I. REQUIREMENT	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
* A. SF-81 or Other Request for Space				
* A.1 Transaction Management Playbook (TMP) - Product Information and Associated Correspondence				
* B. Special Requirements (Specs)				
* C. Title 10 Clearance for Armed Services				
* D. Notification to City Official				
* E. Justification of Delineated Area				
* E.1 Rural Development Act				
* F. Draft OA				
* G. Scoring Evaluation				
* H. Broker Contract Information				
* I. Emergency/Disaster Leasing – miscellaneous records/ information				
J. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NOTE 1: The Estimated Delivery Date column is optional and is provided as a project schedule planning tool.  
 NOTE 2: The asterisk (\*) identifies items that remain the responsibility of the Government in broker contract projects.

### Lease File Checklist

II. PRE-SOLICITATION	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
* A. Task Order Orientation Meeting				
* B. Project Orientation Meeting				
* C. Acquisition Plan				
D. Justification for Other Than Full and Open Competition				
E. Historic Building Check				
F. Flood Plain Check				
* G. Prospectus/Notification of Approval				
H. Copy of Advertisement or FedBizOps Printout				
I. Responses to Advertisement				
J. Market Survey, Market Survey Report, and Agency Concurrence				
K. CATEX Checklist				
* L. Source Selection Plan (Signed) and Related Correspondence				
* M. Award Factor Evaluation				
* N. Vending Facilities				
O. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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### Lease File Checklist

III. SOLICITATION	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. Draft Solicitation for Offers				
B. Agency Approval of SFO				
* C. OA Revision				
D. Final SFO				
E. SFO Distribution List				
F. SFO Amendments/Addenda				
G. Correspondence to Offerors				
* H. Davis-Bacon Wage Rates				
* I. SFO Review by Technical Staff				
J. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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### Lease File Checklist

IV. EVALUATION/PRE-NEGOTIATION	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. Negotiation Objectives				
* B. Appraisal				
C. Estimates Tenant Improvement Cost Overtime Rates	_____ _____	_____ _____	_____ _____	_____ _____
D. Competitive Range Determination/Notification				
* E. Request for FPS Pre-Lease Security Survey				
* F. Review of Pre-Lease Forms for Fire/Safety				
* G. Request for Contractor Support Services Related to Lease Acquisition (IOS, CQM, etc.)				
H. Required Security Documentation per SFO				
i. Other _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

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### Lease File Checklist

V. UNSUCCESSFUL OFFER(S)	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. Initial Offer and Related Correspondence				
B. Abstract of Offers				
* C. Evidence of Fire/Safety Review of Pre-Lease Forms and Certificate of Occupancy				
D. Scaling of Offered Space				
E. Present Value Price Evaluation				
F. Pre-Award Notice and Rejection Letters				
* G. Pre-Award Debriefing				
H. Request for Final Proposal Revision				
I. Offers Received After Final Proposal Revisions				
J. Post-Award Notice and Rejection Letters				
* K. Post-Award Debriefings/Protests and Resolution/Congressional and Responses				
L. Negotiation Record(s)				
M. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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## Lease File Checklist

VI. SUCCESSFUL OFFER AND AWARD DETERMINATION	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. Initial Offers and Related Correspondence				
B. Abstract of Offers				
* C. Evidence of Fire/Safety Review of Pre-Lease Forms and Certificate of Occupancy				
* D. Negotiations of Environmental Remediation				
E. Scaling of Offered Space				
F. Request for Final Proposal Revision (otherwise known as Best and 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 and Nondisclosure Agreement				
* L. Source Selection Authority Decision Document				
* M. Revised Scoring Evaluation and Final Scoring Analysis				
* N. Agency Recommendation Letter (from GSA) and Return Letter of Acceptance (from Agency) with Revised and Signed OA				
O. Small Business Subcontracting Plan				
P. Affirmative Action Plan				
Q. Seismic Certification				
R. Flood Plain Compliance Documentation				
* S. Responsibility Check Excluded Parties List (Debarred Bidders List) Past Performance Financial Responsibility	_____	_____	_____	_____
T. EEO Compliance Review				
* U. Randolph Sheppard Act Info.				
V. Evidence of Compliance with SFO Security Documentation and Requirements				
W. Evidence of Compliance with Green Lease and/or LEED SFO Criteria				
* X. Receipt of RWA and Required Certification				
Y. Lessor/Signor Proof of Authority and Ownership				
Z. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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### Lease File Checklist

VII. (A) CONTRACT	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. Award Letter				
* B. Legal Review and Comment				
C. Fully Executed Lease				
D. Supplemental Lease Agreements				
E. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

VII. (B) TI SFO DOCUMENTS	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. TI Cost Breakdown (In CSI Format)				
* B. GSA 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				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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### Lease File Checklist

VIII. APPROVAL DOCUMENTS	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
* A. Pre-Validation of B/A 53 Funding				
* B. Final Occupancy Agreement				
* C. Legal Concurrence				
D. Drawings/Layouts from Agency/Lessor (Design Intent Drawings-DID's)				
* E. Fire/Safety Approval of Layout Drawings				
F. Layouts to Lessor				
G. Finish Selections to Lessor				
H. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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## Lease File Checklist

IX. PRE-OCCUPANCY	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. Post Award Synopsis				
B. Copy of Correspondence Transmitting Lease to Field Office				
C. Copy of Correspondence Transmitting Lease to Agency				
* D. Notification of Lease Location to FPS by letter or email				
* 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/MSDS				
I. Davis-Bacon Interview Forms and Wage Payment				
J. Acceptance of Space/Condition Survey Measurement of Space Correction of Deficiencies Credits/Debits Punch List and Resolution	_____	_____	_____	_____
K. Change Orders Related to Initial Occupancy				
L. Request Periodic Services Schedule from Lessor				
* M. Provide Periodic Services Schedule to Property Manager/Lease Administrator				
N. SBA Reporting Letter				
O. Other _____ _____ _____	_____	_____	_____	_____

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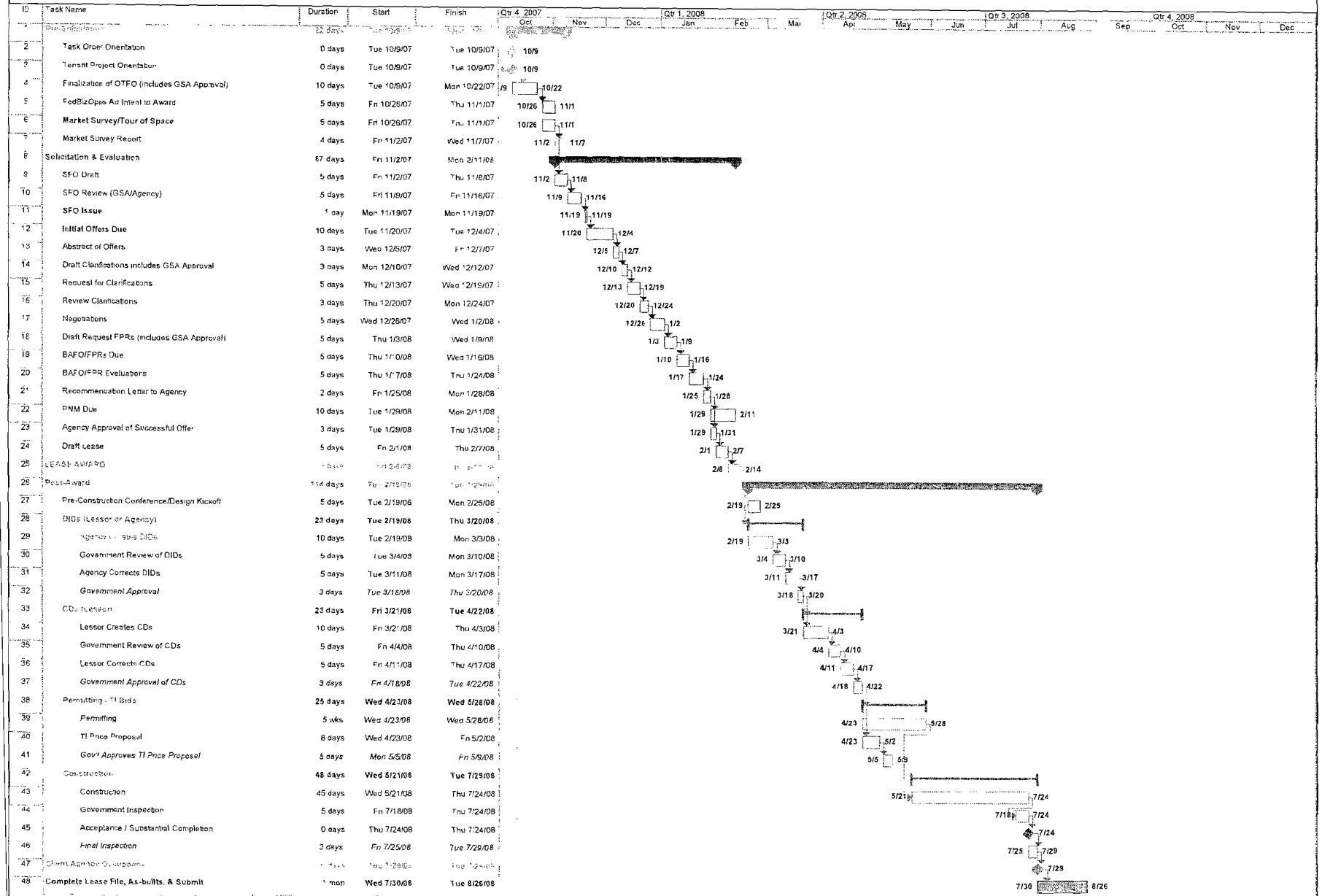
### Lease File Checklist

X. ADMINISTRATION	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
* A. EFT Enrollment				
* B. Operating Cost Escalations				
* C. Tax Escalations/Appeals				
* D. Change of Ownership				
* E. DUNS Number				
* F. Central Contractor Registration (CCR) Information				
* G. Lease Digest (R620)				
* H. RWA's - Properly Certified				
* I. Miscellaneous Correspondence				
* J. Appeals/Claims/Disputes Correspondence	_____	_____	_____	_____
Contracting Officer Decision Resolution	_____	_____	_____	_____
Unresolved Claim(s)	_____	_____	_____	_____
GSBCA or Claims Court Decision	_____	_____	_____	_____
Payment	_____	_____	_____	_____
* K. Task Order Documentation				
* L. CAD As-Builts to CFM				
M. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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Draft GSA Lease Acquisition Schedule - College Park, MD (National Oceanic Atmospheric Administration)



Legend for Gantt chart symbols: Task (rectangle), Milestone (diamond), Rolled Up Task (thick rectangle), Rolled Up Milestone (thick diamond), Rolled Up Progress (rectangle with diagonal line), Split (rectangle with vertical line), External Tasks (dashed rectangle), Project Summary (rectangle with horizontal lines), Group By Summary (rectangle with vertical lines), Progress (rectangle with horizontal lines), Summary (rectangle with vertical lines), Deadline (rectangle with diagonal line).