



Draft Requirement

VA Leasing and Land Management Support Services

COMMISSION BASED CLIN: NAICS 531210 -- Offices of Real Estate Agents and Brokers (Small Business Size Standard: \$7.5 Million)

PERIOD OF PERFORMANCE: From start date (approximately 30-60 days after award) for one year with four one-year option periods. VA anticipates soliciting for a Multiple Award Indefinite Quantity Indefinite Delivery (IDIQ) contract.

LOCATION OF PERFORMANCE: Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands (CNMI), the Federated States of Micronesia (FSM), The Republic of the Marshall Islands, and the Republic of Palau.

PERFORMANCE WORK STATEMENT AND QUALITY REQUIREMENTS

I. INTRODUCTION

A. The Department of Veteran Affairs (VA) provides space for VA employees and clients for medical and medically-related services, as well as research, warehouse and administrative offices. The Office of Construction and Facilities Management (CFM) is the implementation arm of VA's leased and owned property portfolio, with three Administrations as its clients: Veterans Health Administration (VHA); National Cemetery Administration (NCA); and Veterans Benefits Administration (VBA). CFM satisfies client space requirements through competitive lease procurement actions, acquisitions, and intra- and inter-agency agreements. CFM also provides land, via lease or purchase, for construction of necessary facilities and executes land management actions such as easements, licenses, permits. Additionally, CFM is the execution office for VA's disposal and historic reutilization programs. CFM undertakes real property actions in rural and urban areas through the United States, District of Columbia, the Commonwealth of Puerto Rico, and the U.S. Territories.

B. Within CFM, the Office of Real Property (ORP) is the entity responsible for management of leasing and land management activities, with the exception of the Enhanced-Use Leasing program, which is run by a different office within VA.

C. CFM's Project Managers (PMs) and other subject-matter experts (SMEs) utilize the services of real estate brokers for real property-related projects. Broker services are essential to support effective communication between ORP and offerors in lease procurements; provide expertise in market analysis and commercial real estate transactions and financing; conduct data and documentation analysis, organization, assembly and storage; and increase efficiency in contracting actions for projects that involve multiple vendors. They also provide valuable support in VA's post-award actions.

D. ORP manages leasing projects that are primarily build-to-suit leases and Major leases (over \$1 Million annual unserviced rent). VHA leasing officials manage leases of existing space up to the \$1 Million prospectus threshold.

II. SCOPE

A. The Contractor shall support CFM, VHA, and other VA real property and leasing officials, as needed, in the acquisition of leasehold interests and other leasing actions, land acquisition, disposition, and other land management actions, oversight of construction, due diligence activities, historic outleasing and other reuse initiatives, and other real property-related actions. VA may issue Task Orders (TOs) for services within one (1) or more of these categories.

B. The services described below will involve the Contractor's receipt of a request from the COR and/or the CO that a service be provided, the Contractor's completion of the requested work to the Government's satisfaction, and then the payment of the Contractor for the completed work.

C. VA will provide a project-specific Scope of Work for each Task Order RFP for the services outlined generally below. Application of lesser requirements than what are listed in this Contract or in the Scopes of Work provided for each service must be approved by the CO within the TO on a case-by-case basis, in writing. The RFP may specify that additional services will be included in the Task Order as unpriced options that can be exercised by VA at a later date. This process helps ensure that services are provided as efficiently as possible while ensuring competition for the project as a whole.

D. The Contractor is responsible for verifying that any and all subcontractors possess industry-specific qualifications as required by Federal, State and local jurisdictions and licensing bodies. Subcontractors that do not possess the required qualifications shall not be utilized. The Contractor is also responsible for vetting subcontractors for potential conflicts of interest and for subcontractors' compliance with access agreements and other arrangements between the Government and other land owners pertaining to use, access, and restoration activities.

A. Commission-Based Services	
1. Leasing (CLIN 0001)	<p>VA leases space by delegation of authority from the General Services Administration (GSA) on a project-by-project basis. Federal laws and regulations require the Government to procure leased space utilizing competitive procedures, unless otherwise justified.</p> <p>One of the goals of this contract is to provide consistency in policies and procedures for VA acquisition services nationwide. Most acquisitions follow the procedures stated in this document in addition to the General Services Acquisition Manual, Federal Acquisition Regulations, VA Acquisition Regulations, and all Laws and Executive Orders that pertain to federal leasing (See Exhibit 1); however, some may have complex aspects that require a deviation from normal procedures.</p> <p>For each lease procurement project, some or all of the tasks listed in Exhibit 2 will be completed by the Contractor. The tasks will be specified in the Request for Proposals and the resulting TO.</p>

	<p>The services required may include all or a combination of the following steps:</p> <ol style="list-style-type: none"> 1) participating in a project orientation with the PM and CO, other Government personnel, and other contractors; 2) advertising the requirement; 3) analyzing and surveying the market and preparing a market survey report; 4) developing and issuing an RLP or SFO and any RLP or SFO amendments; 5) reviewing and evaluating offers; 6) preparing financial analyses; 7) providing support in negotiations and discussions with offerors; 8) preparing the lease documents and any lease amendments, and obtaining required signatures; 9) performing post award services; and 10) assisting VA with FOIA inquiries, Congressional and other governmental inquiries, claims, litigation, settlements, and disputes that may arise related to the project. <p>The Contractor shall conduct these tasks in accordance with applicable regulations and guidance upon the receipt of a written TO. The level of effort and the amount of travel required for each acquisition will vary dependent on the size and complexity of the transaction. Travel is required on most TOs for lease acquisition services.</p> <p>Lease projects may be managed by a CFM PM or by a VHA leasing official stationed at a field contracting office.</p> <p>For purposes of structuring bids and issuing TOs, lease sizes are categorized as follows: Small - less than 30,000 net usable square feet (NUSF) Medium - between 30,000 NUSF and 100,000 NUSF Large - over 100,000 NUSF</p> <p>Included in the work are any and all studies, reports, and appraisals necessary for VA to comply with Federal, state, or local law and in order make a lease award. These studies, reports, and appraisals shall be undertaken using template scopes of work to be provided by VA at the time they are needed.</p> <p>GSAM Part 570 includes the GSA regulations applicable to leasing, and the Design Guide for Lease-Based Outpatient Clinics includes regulations and guidance on VA-specific leasing processes and procedures. Lease acquisition procedures and regulations vary depending on the complexity of an acquisition. Regulations and VA guidance change over time, and it is the Contractor's responsibility to stay informed of and comply with any new or revised policies, procedures, or requirements in that regard.</p> <p>Note that while this CLIN lies within the heading "Commission-based Services," VA may elect to pay for all or a portion of the enumerated tasks in the Scope of Work on a fee basis. If VA so elects, this distinction will be clearly made in the Scope of Work for a particular project.</p>
<p>2. Land Search and Transaction Support (CLIN 0002)</p>	<p>VA acquires land for medical, parking, and cemetery use through independent statutory authority. When VA does not have a site identified for acquisition, or if a suitable site cannot be readily identified, Contractor support is necessary to undertake advertisement and local networking, market research, follow up on leads, and assist VA in identifying potentially suitable site for VA to explore further for acquisition. Services may also include assistance in drafting and negotiating sale documents, facilitation and review of due diligence reports and property/ownership records, and facilitation of closing.</p> <p>For each land search and transaction support project, some or all of the tasks listed in Exhibit 3 will be completed by the Contractor. The tasks will be specified in the Request for Proposals and the resulting TO.</p>

	<p>The Contractor shall provide professional services to support VA's acquisition of real property rights and interests according to VA regulations, standards, and procedures.</p> <p>The tasks under this CLIN include, but are not limited to: land management support, land management/acquisition plan development, market research, meeting presentations, logistics and coordination of site selection tours, negotiations with landowners (including other governmental entities), closings, and post-closing administration work (applying for tax-exempt status, reviewing final title documents, reviewing title policies for compliance with VA requirements, etc.). Due diligence studies may be included as unpriced options on the TO issued for this CLIN.</p> <p>For purposes of structuring bids and issuing TOs, land search and transaction support projects are categorized as follows: Small - under 5 acres Medium - 5-25 acres Large - over 25 acres</p> <p>A list of standard actions, services, and deliverables required for land search and transaction support projects is provided in Exhibit 3. Depending on the circumstances that arise surrounding a particular VA project, and due the nature of real estate transactions, the tasks required for a particular project may vary from those listed. Should additional or different tasks be required, they will be included in the RFP for the task, or the TO will be modified to include those items. Additional items may include those actions necessary for to work with other governmental entities and/or courts to accomplish VA's desired action.</p> <p>Federal land acquisitions are conducted in accordance with all applicable federal laws and regulations, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979, Public Law 91-646, as amended (the "Uniform Act"). Both the Uniform Act, and 49 Code of Federal Regulations (CFR) Part 24 provide specific rules for conducting real estate acquisitions and relocations of private property by the United States Government. The U.S. Department of Justice (DOJ) also has regulations, standards, and procedures with which the Contractor must comply. Land acquisition procedures and regulations vary depending on the complexity of an acquisition. Regulations and VA guidance change over time, and it is the Contractor's responsibility to stay informed of and comply with any new or revised policies, procedures, or requirements in that regard.</p>
B. Fee-Based Services	
1. Due Diligence Studies (CLIN 0003)	<p>The Government requires certain due diligence studies to be conducted prior to the completion of a land management or other real property action, including acquisition or disposal of an interest in real estate.</p> <p>For each due diligence project, some or all of the tasks listed in Exhibit 4 will be completed by the Contractor. The tasks will be specified in the Request for Proposals and the resulting TO.</p> <p>This CLIN includes relocation assistance in accordance with all applicable federal laws and regulations, including the Uniform Act. Both the Uniform Act, and 49 CFR Part 24 provide specific rules for conducting real estate acquisitions and relocations of private property by the United States Government. DOJ also has regulations, standards, and procedures with which the Contractor must comply.</p>
2. Support for Disputes, Protests, Claims, Appeals, Congressional Inquiries, Litigation, and FOIA Requests (CLIN 0004)	<p>For various reasons, VA may not be able to obtain dispute, protest, and other services from the firm who was originally tasked with a project. Therefore, VA may need to issue a separate Task Order for these services.</p> <p>The Contractor shall provide all necessary services that are not inherently Governmental to address any issues related to disputes, protests, claims, appeals,</p>

	<p>Congressional inquiries, subpoenas, and FOIA inquiries for a particular project.</p> <p><u>Disputes/Protests</u> – If a protest is filed on a lease acquisition where services were performed by the Contractor (whether filed with VA, the Government Accountability Office (GAO), the Civilian Board of Contract Appeals, or a court of jurisdiction), the Contractor shall:</p> <ul style="list-style-type: none"> a. As directed by the PM and CO, provide support and assistance in preparing, compiling and transmitting documentation required to adequately address the issues raised in the protest. Documentation may include, but is not limited to, CO’s Statement of Fact and Position, or a Findings and Determination to authorize contract award and performance. b. Assemble a protest file in accordance with FAR 33.1. c. 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. d. Assemble and provide any and all other information and documentation requested by VA related to the dispute/protest. <p><u>Claims/Appeals</u> – If a claim is filed on the a lease awarded by VA, the Contractor shall</p> <ul style="list-style-type: none"> a. Provide analysis and expertise used to assist and support the Government in developing responses to claims and appeals. b. Assist and support VA to assemble a claim file in accordance with FAR 33.2. c. Assist and support VA to assemble and provide any and all other information and documentation requested by VA related to the claim/appeal. <p><u>FOIA/Congressional/Other Inquiries</u> – The Contractor shall, as requested by the PM or CO, provide input concerning FOIA requests, subpoenas, Congressional inquiries, or other similar requests for information.</p>
<p>3. Historic Reuse Support (CLIN 0005)</p>	<p>The NHPA allows Federal agencies to lease or exchange historic properties to ensure the preservation of such properties. The NHPA authority is broad and provides VA with a land management tool that utilizes a public/private framework to offset overhead and maintenance costs for eligible properties and potentially drive revenue to further offset costs associated with managing historic properties.</p> <p>VA owns a significant number of historic assets nationwide. These assets include facilities like hospitals, clinics, and outbuildings, structures like memorials and shelters, and land, like parade grounds. In order to best utilize these assets, and potentially reuse them in pursuit of fulfilling VA’s mission, VA has launched a historic reuse program.</p> <p>Historic Reuse consists of four phases: requirements development, execution, maintenance, and contract expiration/termination.</p> <ul style="list-style-type: none"> 1) The requirements development phase includes procedures to determine eligibility, undertake project planning; determine the desired outlease concept and structure; undertake due diligence studies, including environmental and cultural resources studies; and obtain appropriate resources, such as funding. 2) The execution phase includes public notifications, where applicable; the release of a request for proposals; receipt and evaluation of proposals; lessee selection and notification; development, finalization, and signature of outlease documents; fulfillment of reporting requirements; undertaking and completion of any construction required prior to the lessee’s occupancy; delegation of authority to the Local Administrator; and notification of key stakeholders. 3) The maintenance phase consists of outlease administration; confirmation of the lessee’s adherence to lease requirements; deposits of monetary proceeds (if any); periodic reporting; and use of funds. 4) The expiration/termination phase consists of ending the outlease agreement. This phase will involve winding down contract requirements; assessing the current condition of the property; notifying VA stakeholders that the property

	<p>is preparing to return to VA's custody; and requiring the lessee to conduct any environmental or real estate studies required to inform VA of the condition of the property and satisfy appropriate Federal laws and regulations.</p> <p>VA may require broker support for any or all of the phases described above.</p>
4. Post-Award User Group Design Meeting Support (CLIN 0006)	<p>The Contractor shall attend user group design meetings with the Lessor via teleconference or in person, as specified in the TO. The Contractor shall provide a qualified person to give input, as necessary, on the design documents (DDs) and construction drawings (CDs) in collaboration with RE, PM, and CO. The Contractor shall coordinate review of the DDs and CDs by the user group and any peer reviewers involved. The Contractor shall establish the review schedule as appropriate to maintain the project schedule and notify the team.</p> <p>The Contractor shall evaluate the DDs' and CDs' conformance to the specific requirements of the Lease and to the approved prior sets of DDs and CDs, as applicable, and this evaluation must be completed within the time frame specified in the lease. The Contractor shall review the CDs with the RE, PM, CO, and the user group and must obtain their approval. The Contractor shall coordinate and consolidate comments to the DDs and CDs for the PM and CO review. The Contractor also will provide these comments to the Lessor to ensure comments do not alter lease terms and shall request a specific time period to correct all noted defects before a subsequent review. The Contractor shall work with the PM and CO for their review and the CO's approval of a notice to proceed (NTP) to be issued to the Contractor by the CO upon completion of the 100% CDs. The Contractor shall be responsible for drafting the NTP, attached to which will be the approved CDs and a complete reconciliation of costs and time.</p>
5. Post-Award Lessor Tenant Improvement Pricing Support (CLIN 0007)	<p>The Contractor shall ensure the lessor adheres to the prices for TI items submitted as part of the lessor's offer and made part of the lease. The Contractor shall work with the PM and CO as necessary to add TI items and obtain lessor pricing. Prior to the NTP, and prior to acceptance, the Contractor shall perform a reconciliation of the TI items included in the lease and the TI items included in the 100% CDs, or the final, completed facility, as appropriate.</p>
6. Post-Award Change Order Support (CLIN 0008)	<p>The Contractor shall assist the RE, PM, and CO in drafting the change order documentation as needed by the CO for any contract modifications. This documentation may include, but not be limited to, a request for proposal or request for information, development of an Independent Government Construction Estimate (IGCE), a price negotiation memorandum, and a lease modification. The Contractor shall partner with the PM to research/address post award Requests for Information (RFIs) and Change Orders from the lessor.</p>
7. Post-Award Construction Schedule Management and Construction Meeting Support (CLIN 0009)	<p>The Contractor shall obtain a copy of the lessor's construction schedule, as required by the lease. The Contractor shall monitor this schedule in accordance with the lease. If the project is not proceeding according to the schedule, the Contractor shall notify the PM and CO of the issues and recommend corrections in the event of changes to the delivery schedule.</p> <p>The Contractor shall monitor the lessor's compliance with the lease regarding scheduling of the initial construction meeting and distribution of the meeting minutes for the initial construction meeting. The Contractor shall attend the pre-construction meeting in person, unless otherwise directed by the CO.</p>
8. Post-Award Construction Progress Reporting (CLIN 0010)	<p>The Contractor is responsible for compliance with the lease regarding the Lessor's scheduling of the progress construction meetings and distribution of the meeting minutes. The Contractor shall prepare correspondence to the Lessor for VA's signature outlining any deficiencies that require corrective action. The Contractor shall follow-up to identify and document that deficiencies are corrected.</p> <p>The Contractor shall assist the RE with review of lessor payrolls as required by the Davis-Bacon Act. The results of the payroll reviews shall be submitted to the RE, PM,</p>

	<p>and CO for review.</p> <p>The Contractor shall review the schedule dates for occupancy and activation activities, for instance, physical relocation of VA's personal property, installation of telecommunication service, installation of telecommunication systems, furniture delivery, or other similar activities with the user group and the Lessor during the construction period. The Contractor will not perform these services, but will monitor 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. The Contractor shall notify the RE, PM and CO of any problems that may delay occupancy or affect these planned dates. The PM and CO will coordinate with the user group concerning any delays that will impact the acceptance date.</p> <p>The Contractor shall maintain pre-acceptance submissions in the lease file. This includes, but is not limited to, payroll submissions as required by Davis-Bacon Act, radon testing as required, color boards, finish samples, LEED certification, Energy Star Certification, HVAC commissioning, and energy savings usage reporting.</p>
9. Post-Award Construction Management Support (CLIN 0011)	<p>The Contractor shall assume the duties typically undertaken by an RE to oversee the work conducted by the lessor beginning with the post-award kickoff meeting. This will include stationing one or more individuals on-site in a construction trailer to be provided by the lessor to oversee activities and participate in meetings.</p>

III. PERFORMANCE REQUIREMENTS AND OBLIGATIONS

The following services are considered administration and compliance activities to be undertaken by the Contractor to remain in good standing under the Contract and therefore will not be reimbursed by the Government. Note that minor deviations from the procedures stated herein require the approval of the COR. Any significant deviation from the procedures stated in the contract shall be directed to the CO.

A. Performance Generally

1. The services provided pursuant to this contract must be in compliance with applicable laws, regulations, Executive Orders, and policies listed, any new laws or regulations that may become effective during the terms of this contract, and with the terms and conditions of the contract. Services and submissions will be inspected and accepted by the PM and CO at stages determined in the general work description for all tasks. The purpose of inspection is to determine technical compliance with applicable laws, regulations, Executive Orders and policies along with any other contract requirement. The PM and CO will evaluate compliance with technical requirements. Services not performed in accordance with applicable laws, regulations, Executive Orders, policies and the terms of this Contract will not be considered acceptable.
2. Evaluations will be provided at the Contractor's request or at the Government's discretion and will reflect the same criteria as described below for CPARS evaluations.

B. Support for Disputes, Protests, Claims, Appeals, Congressional Inquiries, Litigation, and FOIA Requests

1. For each Task Order issued to the Contractor, the Contractor shall provide all necessary services that are not inherently Governmental to address any issues related to disputes, protests, claims, appeals, Congressional inquiries, subpoenas, and FOIA inquiries for

any tasks they have performed. The Government will not reimburse the Contractor for these services.

2. The Contractor shall not contact VA Office of General Counsel (OGC) directly to discuss any issues. All coordination with VA OGC will be handled by the PM, COR, and CO. The Contractor shall respond to requests for information from VA either verbally or in writing as requested and within the timeframe requested. OGC is responsible for providing legal advice and services to the Secretary and the managers of all VA organizational components. OGC interprets all laws pertaining to VA and has final legal responsibility for the promulgation of all VA regulations implementing those laws. Thus, OGC has sole authority and responsibility for all final decision on all legal matters that arise or relate to any issues under this contract.

3. Disputes/Protests – If a protest is filed on a lease acquisition where services were performed by the Contractor (whether filed with VA, the Government Accountability Office (GAO), the Civilian Board of Contract Appeals, or a court of jurisdiction), the Contractor shall:

- a. As directed by the PM and CO, provide support and assistance in preparing, compiling and transmitting documentation required to adequately address the issues raised in the protest. Documentation may include, but is not limited to, CO's Statement of Fact and Position, or a Findings and Determination to authorize contract award and performance.
- b. Assemble a protest file in accordance with FAR 33.1.
- c. 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.
- d. Assemble and provide any and all other information and documentation requested by VA related to the dispute/protest.

4. Claims/Appeals – If a claim is filed on the a lease awarded by VA for which services under this contract were provided, the Contractor shall

- a. Provide analysis and expertise used to assist and support the Government in developing responses to claims and appeals.
- b. Assist and support VA to assemble a claim file in accordance with FAR 33.2.
- c. Participate as fact witnesses in meetings, alternative dispute resolutions, depositions, hearings or trials related to the lease as may be required by the Government.
- d. Assist and support VA to assemble and provide any and all other information and documentation requested by VA related to the claim/appeal.

5. FOIA/Congressional/Other Inquiries – Prior to or following the completion of a TO, the Contractor shall, as requested by the PM or CO, provide input concerning FOIA requests, subpoenas, Congressional inquiries, or other similar requests for information.

C. Training and Meetings

1. The Contractor shall attend up to two (2) performance review meetings a year with the CO, PM, COR, and other Government representatives, at the Government's discretion. Meetings may be held at contractor's discretion virtually or in-person at CFM's Washington DC Headquarters.

2. The Contractor's key personnel and project management staff are required to attend initial training for the implementation of this contract. Initial training will be held in person at CFM's Washington DC Headquarters. In addition, the Contractor is expected to attend national follow-on training as determined by the PM and CO. This training may be held and attended in-person or virtually.

3. In addition to project-specific meetings described herein, the Contractor should expect to participate in quarterly calls and, a minimum of four annual planning meetings (one for each option year, should the option be exercised by the Government), preparation of presentations, and several smaller training sessions at the CFM Washington, DC Headquarters.

4. The CO retains sole discretion to allow Video/Teleconference participation. The COR will host these meetings and will be the point of contact for coordination for the meetings.

5. In order to receive RFPs for task orders for commission-based leasing work (CLIN 0001), the Contractor must provide evidence that no fewer than two (2) members of their staff have completed the following lease training courses. Contractors may obtain the required lease training courses from any credible source. This source may include professional training organizations, or VA, GSA, Department of Defense, or other federal agencies. The same two staff members must have completed all of these required courses.

- a. Cost and Price Analysis of Lease Proposals
- b. Federal Real Property Lease Law
- c. Lease Acquisition Training
- d. Techniques of Negotiating Federal Real Property Leases
- e. Best Value Source Selection
- f. Real Estate Appraisal Principles

6. Within ninety (90) days of award of this contract, the Contractor must submit evidence to the COR that all of its staff members who will be working on tasks under this contract have completed the following courses in VA's Talent Management System.

- a. VA Core Values Training (I CARE Recommitment)
- b. Ethics (any course available)
- c. VA Privacy and Information Security Awareness and Rules of Behavior
- d. Prevention of Workplace Harassment/No FEAR
- e. VA Core Values and Characteristics: Petzel Video

D. Resources

1. Contractors are required to have activation plans to provide sufficient staffing and support within a thirty (30) day period following execution of a TO. Multiple TOs are likely to run concurrently, so the Contractor must have the capacity to supply sufficient staff and resources, through subcontracting for services if necessary, to successfully complete services and meet required delivery dates.

2. Contractors must have surge capacity to support the simultaneous procurement of a minimum of six (6) Major leasing projects (over \$1 Million in annual unserved rent), twenty (20) Minor leasing projects in various locations nationwide, and fifteen (15) land projects.

3. The contractor shall be responsible for providing all deliverables in a timely and professional manner and shall vet all work completed under a TO for completeness, accuracy,

and adherence to the Scope of Work (SOW) issued for such TO before providing any deliverables to VA.

4. Contractors must comply with personnel qualification requirements including certification, experience, conflict of interest, nondisclosure, and clearances.

5. Websites referenced are to provide Contractors access to forms; sample documents; and statutes, executive orders, and regulations that govern Federal lease acquisition. As necessary, during the term of the contract, the CO or a designated representative may provide updated web addresses, forms, or templates. Forms and other samples are for information only and do not relieve the Contractor from responsibility for ensuring all work performed is in accordance with the required statutes, executive orders, regulations, or other requirements of the contract.

6. The Government may also implement non-traditional and innovative lease procurement, acquisition, and other real property-related methods and techniques. If it is determined to be in the best interest of the Government to employ new methods or techniques, a Contractor accepting award of a TO in which the new method is included in the TO request for quotes/proposals, agrees to conduct the work under that TO utilizing the new methods at no additional cost to the Government. In the event new procedures are implemented, guidance will be provided to the Contractors by the Government. Should the Contractor believe that the new procedure will be unduly burdensome or not in line with the fee or commission originally proposed for the work, the Contractor shall notify the COR and CO.

7. The Contractor's key personnel shall not be substituted without notification to the Government in writing and approval by the CO.

E. Confidentiality and Non-Disclosure

1. Information related to a Federal acquisition is protected by the Federal Procurement Integrity Act and disclosure to other than authorized parties is prohibited. For all TOs issued in support of the contract, the Contractor will be expected to sign a Conflict of Interest and Non-disclosure Form, regardless of project type.

2. A Non-Disclosure and Conflict of Interest Form is attached at Exhibit 5.

F. Inherently Governmental Functions

1. All decisions regarding a lease acquisition or other real property actions governed by the FAR and made on behalf of the Government are reserved for the CO, and their designated representative. The Contractor is prohibited from performing any Inherently Governmental functions listed in FAR Part 7.5.

2. 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 bare 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 CO, the PM, or the duly authorized representative(s) thereof as necessary to ensure accomplishment of contract objectives.

G. Fair Opportunity Procedures

Prior to performance of any contract services, a TO will be awarded using fair opportunity procedures set forth in FAR 16.505. Contractors will have an opportunity to submit pricing and technical proposals in accordance with the fair opportunity procedures.

H. Reporting

1. The Contractor shall provide monthly Task Order status reports to the COR. The COR will determine a consistent reporting format after award. Reports are due on the fifth (5th) day of the month after the month being reported. The monthly status reports shall contain the following information:

- a. Identify any and all TOs and modifications that have been issued under this contract and any previous contracts, and describe the status of the work being performed.
- b. Identify any services provided for disputes, protests, FOIA requests, subpoenas, Congressional or other inquiries, and requests for market data.
- c. Identify any commissions or fees that have been paid to the Contractor, and to the extent partial payment has been made, the amount remaining to be paid (for instance, if funds have been paid at lease award, report the amount to be paid at lease acceptance).
- d. Identify any commissions or fees that are due but have not yet been paid and are more than thirty (30) days late.

2. The Contractor shall provide an annual summary report to the COR describing accomplishments, lessons learned, and goals for performance improvement.

I. Quality Control

The Contractor is responsible for quality control as defined in their approved Quality Control Plan. Inspection by the Government does not relieve the Contractor of this responsibility. The Quality Control Plan submitted and accepted by the CO is incorporated into and becomes a part of this contract. Revisions or changes to the Quality Control Plan must be submitted and approved by the CO.

J. Performance Evaluation

1. The CO, COR, and other Government personnel will evaluate the Contractor's performance on an annual basis by inputting data into the Contractor Performance Assessment Reporting System (CPARS). The following areas will be assessed: Document Quality, Personnel Technical Quality, Cost Control, Timeliness, Business Relations, and Small Business Subcontracting.

2. In order to assess these areas, input at the task level will be obtained from Government personnel. An annual evaluation will be generated for PM and/or CO completion and Contractor review every 12 months until the TO is closed out. An interim evaluation will also be required in the event that a project changes PMs and/or COs between milestones.

3. Minimum Contract Quality Standards - The Government will evaluate the Contractor's performance as Unsatisfactory, Marginal, Satisfactory, Very Good, or Exceptional in the contract's minimum performance standards for each of the following performance criteria.

- a. Document Quality – Document Quality considers the degree to which documents submitted by the Contractor are complete, accurate, neat, and comply with applicable regulations and policy. Minimum performance standard for Document Quality: Documents generally require one or two revisions before a final draft is considered acceptable by the PM and CO. Errors are generally minor in nature. Final drafts of documents are accurate in content.
- b. Personnel Technical Quality – Personnel Technical Quality considers the Contractor's demonstration of knowledge pertaining to laws, statutes, regulations, Executive Orders, leasing process, policies, local markets, and the scope of work for the Task Order. It also considers the Contractor's ability to maximize competition when possible and to provide valuable business guidance to the Government. Minimum performance standard for Personnel Technical Quality: Broker demonstrates a working knowledge of Federal real property. COR must provide occasional technical direction, but the broker executes the COR's direction accurately.
- c. Cost Control – Cost Control considers the Contractor's ability to generate meaningful negotiation objectives and negotiate favorable terms and rates that are within VA approval and authority thresholds. The minimum performance standard for Cost Control: Negotiation Objectives shall be based on market data. Negotiations shall result in a final price within the stated negotiation objective range for the market and within VA approval and authority thresholds. Negotiated price must be substantiated by supporting documentation.
- d. Timeliness – Timeliness considers the Contractor's ability to perform services and deliver documents in accordance with timeframes that have been established in collaboration with the PM or as stated in the PWS, where applicable. Minimum performance standard for Timeliness: Contractor generally delivers in accordance with the timeframes agreed upon by the PM. While there may be some occasional delays on the Contractor's part, the major project milestones are delivered on time. The Contractor provides status and schedule updates when requested by the PM. The Contractor responds to COR within reasonable periods of time. If the Contractor foresees that it will be late with a deliverable, the Contractor proactively notifies the PM and provides a revised estimated delivery date.
- e. Business Relations – Business Relations considers the Contractor's ability to represent VA in a professional manner, establish and maintain collaborative working relationships with team members, and comply with VA's I. C.A.R.E. Core Values as described here: <http://www.va.gov/icare/>. Minimum performance standard for Business Relations: Contractor maintains a professional demeanor. Contractor's interactions are generally positive and constructive. Contractor adheres to I. C.A.R.E. principles in its business dealings and personal interactions with Government personnel and the public.

IV. PROPOSAL SUBMISSION

A. Submission Requirements

- a. Firms shall submit the following documentation for evaluation by VA:

Volume 1 - Technical

- i. Cover letter and introduction to proposal (3-page limit);
- ii. Summary of firm and key personnel experience and qualifications (10-page limit for firm; 2-page limit for each key personnel);
- iii. Description of business process for undertaking the work described in each CLIN (3-page limit for each CLIN);
- iv. Quality Control Plan (10-page limit);
- v. Past performance questionnaires (to be submitted directly to the Contracting Officer in charge of the Contract procurement);
- vi. Statement as to socio-economic status of offering entity and evidence of that status.

Volume 2 – Price

Submit a chart showing the proposed maximum commission rates for Small, Medium, and Large projects under both CLIN 0001 and CLIN 0002

- b. Firms shall submit all information (except past performance questionnaire) on a single-volume CD, in a single pdf file, indexed and bookmarked. Five (5) copies of the CD shall be delivered to VA at the following address by [insert due date and time]:

[Insert CO name]
U.S. Department of Veterans Affairs
425 I Street, NW
Washington, DC 20001

V. PROPOSAL EVALUATION

Proposals will be evaluated based on the best value to the Government, price and technical aspects considered. Technical merit will be assessed using the following evaluation criteria, listed in descending order of importance:

- A. Capability to Perform – The firm and key personnel's experience and qualifications are evaluated to determine whether the Government believes they are capable of performing all of the work described in the Contract;
- B. Organization and Management – The structure of the team assembled by the proposing firm, how the team will be managed, and the staffing plan for accomplishing assigned tasks; and
- C. Past Performance – Past performance questionnaires will be evaluated to determine the level of risk presented to the Government in awarding the Contract to the firm.

VI. ROLES AND RESPONSIBILITIES

A. Contracting Officer

The CO has the overall responsibility for administration of this contract. The CO 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 CO may delegate certain other responsibilities to authorized representatives. The name and contact information of the CO administering the contract will be provided at time of award.

B. Project Manager

The PM is the technical expert for matters related to Federal real property project-level information. The PM is the Contractor's primary point of contact for issues pertaining to projects. Authority not delegated to the PM is reserved for the COR. The name and contact information of the PM for a particular project will be provided at time of Task Order award.

C. Contracting Officer's Representative

The COR will be delegated COR responsibilities by the CO to assist with the administration of the contract. The COR will provide support to the PM by providing technical expertise for matters related to Federal lease acquisition and land management policies and procedures. In addition, the COR assures that the Contractors meet the performance requirements of the Contract in terms of quality and cost. The COR provides technical direction and assistance to the COs, Contractors, and PMs. The COR will be designated after execution of the IDIQ contract.

D. User Group

The user group is the VA office or station who is CFM's client for the project and whose requirements are being satisfied. The user group will assign a representative responsible for coordinating the project with the CO, PM, and Contractor. The Contractor should coordinate with the user group representative only to the extent directed by the PM. Any issues that may affect schedule, cost, or scope must be directed to and carefully coordinated with the CO and PM. A user group has no authority to direct Contractor performance, to change requirements provided to the Contractor under the TO, or to change the schedule or any other thing that might impact services ordered on a TO. The user group shall direct requests for changes to the PM who, if appropriate, will submit a request for a modification of the TO to the CO. If the user group directly notifies the Contractor of a change in the requirements, the Contractor shall notify the PM, who will coordinate the requested changes with the user group.

VII. DEFINITIONS AND TERMINOLOGIES

The definitions and terminologies for this RFP and for TOs issued against the subsequent contracts are provided in the Design Guide for Lease Based Outpatient Clinics (April 2016) and also below. For clarification of any terms which are not included below or in the Design Guide, contact the COR.

A. Aggregate Lease Value –

1. The fully serviced annual rent to be paid by VA for the firm term of the lease for purposes of calculating the Contractor's commission. The firm term and application of commissions are defined in the solicitation for each leasing project. The Aggregate Lease Value shall include-

- a. The initial fully serviced annual rent to be paid by VA on all space leased by VA, including base rent, base operating costs, and base real estate taxes; and
- b. Any fixed annual or other periodic annual rent step changes (either increases or decreases) and/or fixed annual or other periodic rent escalations.

2. The Aggregate Lease Value shall not include-

- a. Any rent abatement provided to VA pursuant to the Lease;
- b. Any annual rent escalations covering operating expense and/or real estate tax increases during the lease term;
- c. Any additional amounts paid by VA for services over and above those furnished by Lessor as a part of the lease (i.e., any amounts paid by VA in lump sum);
- d. Lump sum payments to pay for Government requirements, and
- e. Option periods or lease terms beyond the firm term of the lease.

- B. Approval – When the Government has reviewed submittals, deliverables, or administrative documents, has determined the services or submissions conform to contract requirements, and has communicated final acceptance to the Contractor.
- C. Commission – The percentage of the Aggregate Lease Value that the Contractor will receive as compensation. The Contractor's commission is paid to the Contractor by the lessor (for CLIN 0001) or by the seller (for CLIN 0002) in accordance with the terms of the lease and this RFP.
- D. Contract – The national multiple-award IDIQ contract awarded from this RFP, which shall incorporate this RFP in its entirety.
- E. Contractor – The party who has entered into the Contract with the Government.
- F. Day – Unless explicitly indicated otherwise elsewhere in the Contract, days on which the Federal government is open.
- G. Design Guide – The Design Guide for Lease-Based Outpatient Clinics was most recently released in April 2016. The Design Guide contains VA's authorities, policies, technical and procedural guides, and administrative limitations governing the acquisition by lease of real property. The Design Guide may be updated, amended, and/or supplanted by the Government, and the Contractor is responsible for keeping up-to-date on the current version of the Design Guide found at <http://www.cfm.va.gov/til/index.asp>.
- H. Government Personnel – Government employees that may be identified by the Government to work with the Contractor, at the Government's discretion.
- I. G-REX – An acronym for GSA Real Estate Exchange. G-REX is a system that facilitates a PM's and CO's request for a delegation of authority from GSA and provides a forum to upload award documents post-award as required by GSA.

J. Inherently Governmental Functions – Responsibilities of the Government as defined in FAR Part 7 Subpart 7.5—Inherently Governmental Functions. The below non-exhaustive list highlights lease procurement-specific tasks that are considered Inherently Governmental. Note, however, that the Government reserves the right to request the Contractor's assistance to support the Government in these functions.

1. Approving documents and/or signing on behalf of the Government (i.e., Notice to Proceed, or any correspondence on VA letterhead);
2. Approval of decisional documents of the Government such as Categorical Exclusion Checklists; Environmental Assessments; Government determinations (competitive range, responsibility, or award, for example); or reports;
3. Certification of funds availability;
4. Change Orders or any other contract modifications (the Contractor shall not order or issue without Governmental signature);
5. Compliance with Randolph-Sheppard Act;
6. Consultation with VA Office of General Counsel;
7. Procurement-related correspondence with offerors that may bind the Government, including but not limited to debriefings and discussions;
8. Resolution of protests or any other Government settlement or claim;
9. Government correspondence with Congress or other governmental entities;
10. Response to FOIA requests;
11. Approval of fire protection, seismic, life safety, or sustainability measures;
12. Independent Government Estimate development;
13. Execution of leases or lease amendments;
14. Signature of any letter on VA letterhead;
15. Occupancy Agreements;
16. Prospectus submission/approval;
17. Receipt and approval of reimbursable work authorizations;
18. Approval of OMB Circular A-11 Budgetary Treatment Analysis;
19. Approval of source selection strategy and plan;
20. Release of an advertisement or solicitation;
21. Serving as a voting member on an evaluation/selection board or team;
22. Small Business Subcontracting Plan approval;
23. Approving and releasing a Justification for Other Than Full and Open Competition (JOTFOC);

K. Lease Amendment (LA) – A document used to change or modify an existing lease contract to reflect any change to the lease terms. For example, changes to agreed-upon tenant improvements, change in ownership or payee, or any other action that changes the terms or substance of the lease must be reflected in a Lease Amendment signed by the Government.

L. Normal Working Hours – The normal working hours of CFM are from 8:30 a.m. to 5:00 p.m.

- M. Purchase Price - The purchase price of the property paid at closing by VA. It does not include any closing costs, such as recordation fees, attorney's fees, or any other fees paid by VA to the landowner or another party, at, before, or following closing. In the event the land is donated to VA, the land value will be determined by market research completed by the PM and approved by the CO for purposes of payment of Commission for Land.
- N. Required Delivery Date (RDD) – The date specified in the TO for completion of the work described in the TO.
- O. Solicitation – The document that 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. The CO and PM for a specific project will determine solicitation form for the lease acquisition. Generally, the RLP is used for leases of existing space and non-medical leases, and the SFO is used for build-to-suit leases of medical space.
- P. Source Selection - Best Value Trade-Off Method – When lease 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 tradeoff 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 CO has the authority and discretion to make the cost/technical trade-offs in a manner consistent with the award methodology stated in an RLP or SFO.

VIII. CONTRACT CLAUSES

[CO to insert necessary contract clauses.]

EXHIBIT 1

LAWS, REGULATIONS, EXECUTIVE ORDERS, POLICIES, AND PROCEDURES APPLICABLE TO LEASE CONTRACTS

The Federal Statutes, Executive Orders, regulations and policies that must be followed, include but are not limited to the list below. These statutes, regulations and policies may be updated during the term of the Contract. It is the Contractor's responsibility to ensure that solicitation documents require compliance with all applicable laws, regulations, Executive Orders, policies, and procedures as the same may be changed, amended, or supplanted.

A. All laws, regulations, Executive Orders, policies, and procedures included in GSA's delegation of authority for each project are included herein by reference.

B. Federal Statutes

1. Reorganization Plan No. 18 of 1950 (40 U.S.C. 301 note)
2. Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 585)
3. Public Buildings Act of 1959 (40 U.S.C. § 3307)
4. Competition in Contracting Act of 1984 (41 U.S.C. § 251 et seq.)
5. Public Buildings Cooperative Use Act of 1976 (40 U.S.C. §§ 3306)
6. The Small Business Act (15 U.S.C. §§ 631-647)
7. Rural Development Act of 1972 (42 U.S.C. § 3122)
8. Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613)
9. Prompt Payment Act (31 U.S.C. §§ 3901-3907)
10. Assignment of Claims Act of 1940 (31 U.S.C. §3727)
11. The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4152)
12. Fire Administration Authorization Act of 1992 (15 U.S.C. § 2227)
13. Earthquake Hazards Reduction Act of 1977 (42 U.S.C. § 7705b)
14. Energy Policy Act of 1992 (42 U.S.C. § 8253)
15. Occupational Safety and Health Act of 1970 (29 U.S.C. §§ 651-678)
16. The National Environmental Policy Act of 1969 (42 U.S.C. §4321 et seq.)
17. National Historic Preservation Act of 1966 (16 U.S.C. §§ 470 - 470w-6)
18. Randolph-Sheppard Act (20 U.S.C. § 107)
19. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.)
20. Intergovernmental Cooperation Act of 1968 (40 U.S.C. §§ 901-905)
21. Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707)
22. Prohibitions Against Payments to Influence (31 U.S.C. § 1352)
23. Officials Not To Benefit (41 U.S.C. § 22)
24. Covenant Against Contingent Fees (41 U.S.C. § 254(a))
25. Anti-Kickback Act of 1986 (41 U.S.C. § 51)
26. Anti-Lobbying (18 U.S.C. § 1913)
27. Examination of Records (P.L. 103-355, § 2251)
28. Davis-Bacon Act of 1931 (40 U.S.C. §§ 3141-3148)
29. Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. §§ 3702-3708)
30. Copeland Act of 1934 (18 U.S.C. § 874; 40 U.S.C. § 3145)

31. The Debt Collection Improvement Act of 1996, (Public Law No: 104-134, April, 26, 1996)
32. American Recovery and Reinvestment Act of 2009 (Public Law 111-5, February 17, 2009)
33. The Energy Policy Act of 2005 (Public Law No: 109-58, August 8, 2005)
34. The National Defense Authorization Act for Fiscal Year 2008, Section 844, (Public Law 110-181, January 28, 2008)
35. Energy Independence and Security Act, 2007 (EISA) (Pub. L. 110-140)
36. Prospectus Authority (40 U.S.C. § 3307)
37. Balanced Budget Act of 1997 (2 U.S.C. § 900 et seq.)

C. Executive Orders

1. Executive Order 11246 - Equal Employment Opportunity (1965. 30 Fed. R-g. 12319), and Executive Order No. 11375, "Equal Employment Opportunity" (Oct. 13, 1967, 32 FR 14303)
2. Executive Order 11988 - Floodplain Management (1977. 42 Fed. Reg. 269-1)
3. Executive Order 11990 - Protection of Wetlands (1977, 42 Fed. Reg. 26-61)
4. Executive Order 12072 - Federal Space Management (1978, 43 Fed. Reg. -6869)
5. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction (1990, 55 Fed. Reg. 835)
6. Executive Order 12902 - Energy Efficiency and Water Conservation at Federal Facilities (1994, 59 Fed. Reg. 11463)
7. Executive Order 12941 - Seismic Safety of Existing Federally Owned or-Leased Buildings (1994, 59 Fed. Reg. 62545), and Executive Order No. 12941, "Seismic Safety of Existing Federally Owned or Leased Buildings" (Dec. 5, 1994, 59 FR 62545)
8. Executive Order 13006 - Locating Federal Facilities on Historic Properties in Our Nation's Central Cities (1996, 61 Fed. Reg. 26071)
9. Executive Order (EO) 13423 Strengthening Federal Environmental, Energy, and Transportation Management (2007, 72 Fed. Reg. 3917)
10. Executive Order 12977 - Interagency Security Committee, (1995, 60 Fed- Reg. 54411), as amended by Executive Order 13286 - Amendment of Executive Orders, and Other Actions, in Connection with the Transfer of Certain Functions to the Secretary of Homeland Security (2003, 68 Fed. Reg. 10619)
11. Executive Order No. 13327, "Federal Real Property Asset Management" (Feb."4, 2004, 69 FR 5897)
12. Executive Order No. 13514 "Federal Leadership in Environmental, Energy, and Economic Performance" (Oct. 5, 2009, 74 FR 52117)
13. Executive Order No. 13576 "Delivering Efficient, Effective, and Accountable Government" (June 13, 2011, 76 FR 62545)

D. Regulations

1. General Services Administration Acquisition Regulations, 48 C.F.R. Part 570. Note: The Federal Acquisition Regulation is not applicable to acquisitions of leasehold

interests in real property except as provided in Part 570 of the General Services Administration Acquisition Regulations or specific lease solicitations.

2. Federal Management Regulations, 41 C.F.R. Subchapter C, Real Property, Parts 102-71 through 102-85
3. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 CFR Chapter I Part 247)
- 4.

E. Policy

1. Homeland Security Presidential Directive, HSPD-12
2. OMB Circular A-11
3. OMB Memorandum M-12-2 "Promoting Efficient Spending to Support Agency Operations"
4. GSA Leasing Desk Guide
5. VA Design Guide

EXHIBIT 2

COMMISSION-BASED LEASE ACQUISITION TASKS (CLIN 0001)

The following table sets forth the standard tasks under this Contract as they relate to commission-based lease acquisition services, which may include competitive and noncompetitive leases and lease extensions. These services may require the completion of all or a combination the following: solicitation and conceptual design development, lease acquisition, and post-award services as indicated below. Note that procurement steps may not occur in the same sequence as set forth below.

Procurement Step	Services	Deliverables
Ongoing	<ul style="list-style-type: none"> - Facilitate meetings and conference calls - Track and update project timeline - Engage in non-binding communication with interested parties 	<ul style="list-style-type: none"> - Meeting notes/minutes - Project timeline/Schedule - Assisting VA with FOIA inquiries, Congressional and other governmental inquiries, claims, litigation, settlements, and disputes
Project Initiation	<ul style="list-style-type: none"> - Market research - Kickoff call - Assist in development of requirements 	<ul style="list-style-type: none"> - Informal report on market conditions, available land/space, and rental rates - Meeting notes/minutes
GSA Delegation Request	<ul style="list-style-type: none"> - Provide VA with delegation request documentation - If requested, upload documentation to GREX and submit delegation request 	<ul style="list-style-type: none"> - Market data, forms, floodplain maps, and other information as requested by PM or CO
Advertisement	<ul style="list-style-type: none"> - Map and research delineated area - Compose advertisements - Publish first newspaper advertisement - To the extent subsequent newspaper advertisements are need, work directly with local team to get advertisement published using purchase card 	<ul style="list-style-type: none"> - Delineated area description and map - Floodplain map - Public transportation map - Map of amenities - Fedbizopps.gov and newspaper advertisements
Market Research	<ul style="list-style-type: none"> - Prepare documentation to memorialize VA decisions regarding qualified respondents and potential contract set-aside 	<ul style="list-style-type: none"> - Vetting/approval package for source selection strategy
Market Survey	<ul style="list-style-type: none"> - Facilitate market survey scheduling and logistics - Provide transportation to members - Answer questions and provide information to market survey team 	<ul style="list-style-type: none"> - List of properties submitted and recommendation for properties to tour - Binder of materials for market survey team review - Market Survey Report
RLP/SFO and Conceptual Design Development	<ul style="list-style-type: none"> - Prepare RLP/SFO and incorporate project-specific edits - Keep RLP/SFO updated to incorporate new standards and requirements - Facilitate communications between PM, CO, user group, and other contractors -Pre-proposal Conference Coordination 	<ul style="list-style-type: none"> - Complete RLP/SFO with all exhibits, schedules, and attachments - Notification of RLP/SFO release to be published on FBO
SFO Publication	<ul style="list-style-type: none"> - Provide complete SFO to all interested parties in electronic format and amendments 	<ul style="list-style-type: none"> - List of SFO recipients
Pre Proposal Conference	<ul style="list-style-type: none"> - Provide equipment or space if necessary - Assist in facilitating the meeting and coordinating with all parties - Provide court reporter - Providing meeting documents 	<ul style="list-style-type: none"> - Meeting minutes - Compilation of questions asked and assist in draft answers

Technical Evaluation Board (TEB)	<ul style="list-style-type: none"> - Provide equipment or space if necessary - Review submitted offers for completeness and complete an abstract of offers received - Contact offerors to request missing information - Duplicate offeror submissions as necessary for use by TEB members - Prepare evaluation documents for review by PM and CO - Prepare packages of approved materials for use by TEB members - Provide a means by which TEB members will score and evaluate offers electronically and those scores and by which evaluations can be captured and saved to the contract file - Conduct past performance, reference, and financial vetting activities as required by the CO - Check that TEB members completed their evaluations fully and signed where appropriate 	<ul style="list-style-type: none"> - Evaluation Factor Definitions - Scoring/comment electronic interface - Abstract of offers received - Documentation of reference checks/past performance verification/financial capability confirmation - Cost benefit analysis
Evaluation	<ul style="list-style-type: none"> - Compile technical scores and comments - Complete financial analysis of offers including - Analyze technical and pricing scores - Highlight any deficiencies, errors, omissions, or inconsistencies in technical or pricing information provided by offerors 	<ul style="list-style-type: none"> - TEB report with NPV data - Synopsis of strengths, weaknesses, deficiencies of offers - Synopsis of TEB comments - Summary of combined technical and financial data - Ranking based on combined scores
Oral Presentations	<ul style="list-style-type: none"> - Facilitate scheduling oral presentations with TEB members, PM, CO, and offerors - Provide presentation equipment or space if necessary 	<ul style="list-style-type: none"> - List of questions for CO
FPR Requests	<ul style="list-style-type: none"> - Prepare request letters and any and all attachments for review by PM and CO - Dispatch signed, approved documents to offerors 	<ul style="list-style-type: none"> - FPR request letters - Clarifications and Amendments as necessary
Negotiations/Discussions	<ul style="list-style-type: none"> - Handle logistics and coordination for setting up calls and meetings - Assist with negotiation as technical subject matter expertise - Brief the PM and CO prior to calls and meetings - If requested, lead all or a portion of calls and meetings 	<ul style="list-style-type: none"> - Meeting minutes
Amendments and Clarifications	<ul style="list-style-type: none"> - Draft amendments and clarifications as needed and circulate for VA comment and approval - Finalize documents and transmit to PM and CO for approval - Distribute final, approved documents to offerors 	<ul style="list-style-type: none"> - Final, approved amendments and clarifications
Award preparation	<ul style="list-style-type: none"> - Provide awardee information to PM and CO upon request - Assemble and analyze data, documents, and project artifacts as necessary to present a complete picture of the procurement process and prospective winning offer for review and analysis by VA 	<ul style="list-style-type: none"> - Complete review binders for OGC and Office of Management - Draft lease documents - Contract clearance/file documents as necessary

Award	<ul style="list-style-type: none"> - Implement any edits made by concurring offices or other VA officials - Obtain offeror signature and initials on necessary documents - Prepare correspondence to successful and unsuccessful offerors - Provide original signed documents to PM and in advance of the anticipated award date - Coordinate and facilitate debriefings as necessary 	<ul style="list-style-type: none"> - Pre-award letter for signatures/initials - Award letter and "unsuccessful" letters - Two copies of complete lease initialed and signed by offeror
Post-Award	<ul style="list-style-type: none"> - Facilitate scheduling post-award kickoff meeting to occur within ten (10) days of lease award - Provide copies of lease and procurement documentation to VA personnel as necessary - Collect commission from lessor 	<ul style="list-style-type: none"> - Complete, signed, initialed lease on CD (10 copies) - Kickoff meeting agenda and minutes - Debriefing materials - Correspondence to lessor and offerors as necessary - Rule 4 file and any other required documents for any protest filed - Assisting VA with FOIA inquiries, Congressional and other governmental inquiries, claims, litigation, settlements, and disputes.
Acceptance	<ul style="list-style-type: none"> - Coordinate with lessor to arrange walk-through date(s) - Prepare final lease amendment documents to memorialize acceptance, final tenant improvement numbers, and rent start date 	<ul style="list-style-type: none"> - Lease Amendment(s) - Correspondence to lessor as necessary

Additional detail on Services:

a. Kick-off Meeting:

The Contractor shall schedule a Kickoff Meeting with the PM and user group within ten (10) days of TO issuance. The purpose of the meeting is to discuss roles, responsibilities, project schedule, the contractor's market analysis, procurement strategy, and initial project objectives or special requirements. The Contractor shall submit the market and baseline project schedule to the PM four (4) days prior to the Kickoff Meeting. The PM will lead the meeting in cooperation with the Contractor. The Contractor shall prepare and disseminate an agenda 24 hours prior to the Kickoff Meeting.

b. Project Schedule:

The Contractor will collaborate with the PM to develop and maintain a project schedule based on VA's Integrated Master Schedule. It is intended that this schedule will be revised during the life of the project, as necessary.

c. Advertising:

The Contractor shall prepare and submit a draft (a) FedBizOpps.gov (FBO) notice and (b) newspaper advertisement to the PM for CO approval prior to CO posting on FBO. If there is an inadequate response to the FBO posting, the PM may direct the Contractor to draft additional advertisements in another source and/or to engage in communications with local real estate offices. The first newspaper advertisement will be at the Contractor's expense, and the Contractor shall work directly with the local facility to publish subsequent newspaper advertisements using the facility's purchase card. The Contractor shall prepare a list of all buildings and sites that respond to the advertisement.

The list will identify (x) the buildings and sites submitted that do not meet, and cannot be made to meet, VA's advertised minimum criteria, and (y) the buildings and sites that do meet VA's minimum advertised criteria and potentially meet, or could be made to meet, VA's other criteria for suitability. In addition to this list, the Contractor will provide a recommendation to the PM and CO on which buildings and sites should be toured. All buildings and sites that could be made to meet the minimum requirements will be included in the market survey.

d. Market Survey:

The Contractor will make necessary arrangements for the market survey, including transportation for market survey team members on the survey itself. Transporting team members during the market survey will be conducted at the sole cost of the Contractor. Voting team members shall all be transported in the same vehicle (ie, passenger van or mini bus) unless impracticable or impossible. Occasionally, there may be more than one market survey for a TO.

The Contractor shall arrive at the project location prior to the project team and conduct a pre-market survey to physically inspect each property as appropriate (building and/or site) to determine if it can meet the requirements of the RLP/SFO. The Contractor shall then brief the PM and CO prior to the formal tour with the local user group/VA representatives. Other potential invitees include space planners, engineers (including fire protection engineers), and architects.

The Contractor shall take necessary actions to prevent the potential offerors from learning procurement-sensitive information from the materials provided to the market survey team by the Contractor. Any information released to one potential offeror must be released to all potential offerors at the same time. During the market survey, the Contractor may only discuss with potential offerors the offered property and its potential to meet the requirements of the RLP/SFO. Discussions with property owners or their representatives may not include information about other properties being surveyed or other aspects of the procurement any time prior to award.

The Contractor shall submit to the PM and CO the following:

- A DRAFT Market Survey Report that includes specific recommendations regarding all viable alternatives and procurement methodologies (1-step, 2-step, etc). Required 10 days after market tour.
- A FINAL Market Survey Report. Required 3 days after receiving comments from VA.

If the Lease award is for a succeeding/superseding lease acquisition, the Contractor shall prepare a Justification for Other than Full and Open Competition (JOTFOC) in accordance with FAR 6.303 and sections 502.101 and 504.803 of the GSAM, and provide a copy of the JOTFOC to the PM and CO for posting to FBO, as required. The JOTFOC shall be provided after the initial advertisement closes, when it is confirmed that the existing lessor is the only respondent.

e. Develop and Issue RLP/SFO and Amendments:

The Contractor shall use the most current available SFO or RLP document, as directed by the PM/CO.

Upon approval of the draft RLP/SFO by the PM and CO, the Contractor shall edit the document to incorporate the information gathered to date and then submit a copy to the user group and contract architect/engineer (A/E) for review and comment. The Contractor shall coordinate with the PM to schedule regular teleconferences in order to walk the user group and A/E through the document and obtain feedback. User group and A/E changes to the draft copy of the RLP/SFO shall be made electronically by the Contractor, using tracked changes mode. Each updated version of the

document will be sent to the PM for review and comment. The Contractor must keep a record of all requested changes to the RLP/SFO, which shall be documented according to the source and rationale of the requested change. When no more changes are required for the RLP/SFO, the Contractor shall submit a final version of the RLP/SFO draft to the PM and CO for approval.

The Contractor shall maintain a list of interested parties and will direct all interested parties to fbo.gov for all information pertaining to the RLP/SFO. If the project will replace one or more existing VA leased facilities, a copy of the RLP/SFO must be provided to the current lessor(s) unless the current lessor(s) indicates in writing that he/she is not interested in participating in the acquisition. The Contractor must also provide a final, electronic copy of the RLP/SFO, clarifications, and amendments to the CO for release through Federal Business Opportunities website.

f. Pre-Negotiation/Negotiation Process:

The Contractor shall comply with the Contract and the Design Guide.

g. Clarifications; Review of Offers:

The Contractor shall record all questions raised by prospective offerors concerning the RLP/SFO. The Contractor shall consult with the PM and CO regarding responses to a prospective offeror raising the question and shall obtain approval by the CO. Answers to any questions should be distributed to all offerors unless the question deals with an offeror's proprietary information. Draft answers to questions are to be drafted and submitted to the PM and CO for review and approval along with a recommendation on distribution.

The Contractor shall review all offers for compliance with the terms and conditions of the RLP/SFO, as amended. The Contractor shall prepare an abstract of each offer submitted to track the completeness of submissions.

In preparation for technical review, the Contractor shall submit, at minimum, the following items to the CO and PM for approval no fewer than ten (10) days prior to evaluation of offers:

- List of any clarifications that may be necessary for each offeror;
- Copy of each offer with any required subcontracting plans; and
- Abstract of offers with pricing data and a revised NPV for each offer.

Five (5) business following conclusion of the Technical Evaluation Board (TEB), the Contractor shall submit for approval to the PM and CO a TEB report that includes the following:

I. Background

- a. Scope of the project (including cost, NUSF and term);
- b. Brief history of advertisement, market survey and solicitation;
- c. Brief summary of number of proposals received.

II. Technical Evaluation

- a. Technical factors, sub-factors and weights;
- b. Composition of the TEB;
- c. Summary of technical scores for each proposal, broken down into sub-factor;
- d. Confirmation that a CFM employee validated the information contained within the reference checks;
- e. Overall ranking and rating of technical scores;
- f. Comparison of each offer to VA's square footage thresholds.

III. Price Evaluation

- a. Instructions on how VA would evaluate price, as included in the solicitation;
- b. Price scores, broken down by schedule and line item;
- c. A summary of the scoring runs for each proposal;
- d. Overall ranking and rating of technical scores;
- e. Comparison of each offer to VA's cost thresholds.

IV. Recommendation of Chairperson

- a. Next steps, including but not limited to award on initial offers, competitive range determination, or any amendments or clarifications that need to be issued;
- b. Any identified risks or inconsistencies that have the potential to negatively impact the project scope, schedule, or quality.

The report shall include the following as attachments: System for Award Management (SAM) and/or Vetbiz confirmation for any offeror claiming credit under socioeconomic status (to be provided by the CO); the confidentiality certificates of the TEB members; technical proposal evaluation forms that include scores and comments; comparison of offers from a technical perspective; thorough identification of all significant strengths, weaknesses, and any deficiencies within the technical proposal; thorough description of any past performance concerns; negotiation objectives; and confirmation whether offered prices and sizes are within the approved or authorized limitations.

The TEB report must receive PM and CO approval prior to requesting Final Proposal Revisions (FPRs).

In addition to the TEB report, the Contractor shall also submit a summary of the combined technical and financial data and the ranking of offerors based on technical, price, and combined scores. In addition, the Contractor will provide the PM with the OMB scoring information sheet for each offer so the PM may conduct the OMB scoring analysis.

Should the CO determine that a competitive range should be set, the Contractor will prepare notification letters for PM review and CO signature.

h. Negotiate Offers:

After offers have been evaluated, the Contractor shall arrange and provide technical evaluation support in discussions/negotiations with each Offeror in the competitive range individually in accordance with approved negotiation strategies and objectives and in accordance with regulations and policies. Negotiations must be documented in writing whether conducted in person, or over the phone. In no event shall the Contractor engage in negotiations without the participation of both the PM and CO.

i. Reviewing Final Proposal Revisions (FPR's):

The Contractor shall make arrangements for the TEB to be reconvened and provide an updated TEB report to the CO and PM.

In preparation for FPR review, the Contractor shall submit, at minimum, the following items to the CO and PM for approval no fewer than five (5) business days prior to the reconvened TEB:

- List of any clarifications that may be necessary for each offeror;
- Copy of each FPR with any required subcontracting plans; and
- Revised abstract of offers with FPR data and a revised NPV for each offer.

j. Assemble Lease Contract Documents:

In situations where the total aggregate lease acquisition contract value is equal to or greater than \$10,000,000, the Contractor shall prepare the EEO clearance requests required under Federal Labor Law requirements.

The Contractor shall submit to the PM and CO for approval a copy of the draft Lease and a transmittal letter to the awardee, as well as all other documents required within the lease award binder checklist. The Contractor shall complete the Lease file in accordance with the lease file checklist, unless advised otherwise by the CO.

The Contractor shall submit to the PM and CO for approval and signature, a draft letter for each unsuccessful offeror in accordance with FAR Subpart 15.5 advising them of appropriate award information and opportunity for debriefing. In the event the offeror requests a debriefing, the Contractor shall prepare the letters if written method is preferred by the CO and provide them to the PM and CO for signature. If the oral debriefing method is preferred by the CO, the Contractor shall prepare talking points and take minutes.

k. Post-Award Services:

The Contractor is responsible for providing post-award services to assist the Government in the delivery of leased space. The Contractor may also be called upon to help negotiate disagreements between the lessor and the Government, or to provide support to the Government in defending a position on an issue affecting construction, time, or cost.

Post-Award Services shall include the following:

i. Post-Award Kickoff Meeting

The Contractor shall schedule a Post-Award Kickoff Meeting to occur within ten (10) business days after lease award. The PM will chair the meeting, unless the Contractor is requested to perform this task. The meeting is to include the lessor, user group, the Contractor, the PM, the CO, Resident Engineer(s) (RE(s)), and other Government designees, as determined by the PM and CO. At the meeting, parties shall confirm roles, responsibilities, and schedule for the post award process, confirm if security clearances will be required by agency, discuss how design of the space will be accomplished, and the process and impact of change orders. Occupancy coordination, such as physical relocation of VA's personal property, installation of telecommunications service, installation of computer cabling, furniture delivery, or other similar services with the user group, should be discussed with clear roles and schedules defined as a result of the discussions. The Contractor shall document the attendees, take meeting minutes, and document the results of the meeting and disseminate to all attendees. The Contractor will also distribute a project contact list including all of the relevant points of contact.

ii. Rent and Lease Commencement Lease Amendment (LA)

The Contractor shall prepare the LA for rent and lease commencement for final acceptance by the CO and include the lease and rent commencement date, adjusted rental rates, outstanding deficiencies, the commission payment, address all modifications to the initial lease and any other information required by the PM or CO.

iii. Lease Files

After Post Occupancy Deliverables have been received, but no later than 60 calendar days after occupancy, the Contractor shall submit the complete Lease file electronically. The Contractor shall complete the Lease file in accordance with current requirements, as specified by the PM and CO. The Contractor shall obtain a certification of receipt from the PM upon file delivery.

iv. Acceptance Inspection:

In coordination with the RE, PM, CO, lessor, and user group, the Contractor shall perform an on-site pre-acceptance walkthrough inspection. The Contractor shall recommend to the CO if the space is substantially complete. The Contractor shall assist the RE in the development of a punch-list to be reviewed by the PM and CO. The Contractor is not required to perform additional on-site inspections.

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EXHIBIT 3

COMMISSION-BASED LAND ACQUISITION SERVICES (CLIN 0002)

Action	Services	Deliverables
Ongoing	<ul style="list-style-type: none"> - Facilitate meetings and conference calls - Track and update project timeline - Engage in non-binding communication with interested parties 	<ul style="list-style-type: none"> - Meeting notes/minutes - Project timeline
Project Initiation	<ul style="list-style-type: none"> - Market research - Confirm requirements and project management plan - Kickoff call 	<ul style="list-style-type: none"> - Report on market conditions, available land and sold comps - Meeting notes/minutes
Acquisition Support	<ul style="list-style-type: none"> - Assist VA with paperwork required to obtain agency approval - Research availability of utilities and other development/land use needs in subject area 	<ul style="list-style-type: none"> - Market data, forms, floodplain maps, and other information as requested by PM - Acquisition Plan
Advertisement	<ul style="list-style-type: none"> - Map and research delineated area - Draft FBO and newspaper advertisements - Publish local newspaper advertisement 	<ul style="list-style-type: none"> - Delineated area description and map - Floodplain map - Public transportation map - Map of amenities - FBO and newspaper advertisements
Site Selection	<ul style="list-style-type: none"> - Facilitate site selection tour scheduling and logistics - Provide transportation for members on the site selection team - Answer questions and provide information to team 	<ul style="list-style-type: none"> - Binder of materials for each team member with evaluation forms - Site Selection Board Report
Due Diligence	<ul style="list-style-type: none"> - Prepare PWSs for all necessary due diligence items - Obtain a qualified vendor at a fair and reasonable rate, whose proposal meets the requirements of the criteria within the PWS - Review due diligence and advise VA on contents and recommendations 	<ul style="list-style-type: none"> - Complete PWSs - Obtain quote - Ensure timely and accurate delivery of all work pursuant to PWSs - Summary report of due diligence studies including key findings and recommendations
Title Work	<ul style="list-style-type: none"> - Obtain a Title Abstract/Commitment compliant with DOJ Title Standards - Review title work and assist PM with drafting preliminary opinion by providing information and documentation as necessary - Work with title company and landowners in clearing any title issues to ensure final title insurance policy will be compliant with DOJ Title Standards. 	<ul style="list-style-type: none"> - HUD-1 Settlement Statement - Title Commitment Compliant with DOJ Title Standards

	<ul style="list-style-type: none"> - Coordination with closing agent for final closing, including review of all required closing documents and HUD-1 Settlement Statement charges. - Review of draft Deed transferring title to government is compliant with DOJ Title Standards. 	
Post-Closing	<ul style="list-style-type: none"> - Work with local government to ensure tax-exempt status for land acquired - Ensure title policy issued complies with VA/DOJ requirements and the commitment - Save all documents in a contract file and provide to VA 	<ul style="list-style-type: none"> - Tax exemption documents for VA review and signature - Contract file

Additional Detail on Services to be Provided:

a. Market Research:

The Contractor shall perform and provide a detailed report on market conditions, available land and comparables, to include the availability of land within the requested delineated area, as well as alternatives to ensure adequate availability and competition. The market research shall include a review of location-specific issues, including availability of utilities, water rights, planned development, and any other relevant market conditions that would impact potential purchase.

b. Kickoff Meeting:

The Contractor shall schedule a Kickoff Meeting with the PM and user group within ten (10) days of TO issuance. The purpose of the meeting is to discuss roles, responsibilities, project schedule, the contractor's market analysis, procurement strategy, Site Selection Board evaluation factors and weights, and initial project objectives or special requirements.

The Contractor shall submit the market report and baseline project schedule to the PM four (4) days prior to the Kickoff Meeting. The PM will lead the meeting in cooperation with the Contractor. The Contractor shall prepare and disseminate an agenda 24 hours prior to the Kickoff Meeting.

c. Project Schedule:

The Contractor will collaborate with the PM to develop and maintain a project schedule based on VA's Integrated Master Schedule. It is intended that this schedule will be revised during the life of the project, as necessary.

d. Advertising:

The Contractor shall prepare and submit a draft newspaper advertisement and broker information letter, and FBO advertisement, as requested, to the PM. The PM may direct the Contractor to draft additional advertisements in another source and/or to engage in communications with local real estate offices. The first newspaper advertisement will be at the Contractor's expense. The Contractor shall prepare a list of all sites that respond to the advertisement. The list will identify a) the sites submitted that do not meet, and cannot be made to meet, VA's advertised minimum criteria, and b) the sites that do meet VA's minimum advertised criteria and potentially meet, or could be made to meet, VA's other criteria for suitability. In addition to this list, the Contractor will provide a recommendation to the PM and Chairperson on which sites should be toured. All sites that could be made to meet the minimum requirements will be included in the Site Selection Tour.

e. Site Selection:

The Contractor shall work with the PM and local VA team in developing Site Selection rating sheet including evaluation criteria and weighting of each evaluation criteria factor. Contractor shall prepare the rating sheets for each site selection team member, for each site to be evaluated by the site selection board. Contractor shall be responsible for tabulating the results of the site selection board's evaluations as shown on the rating sheets.

The Contractor will make necessary arrangements for the site survey, including transportation or site selection board members on the survey itself. Transporting team members during the site selection tour will be conducted at the sole cost of the Contractor. Voting board members shall all be transported in the same vehicle (i.e., passenger van or mini bus) unless impracticable or impossible. There may be more than one site selection tour for a TO.

The Contractor shall arrive at the project location prior to the project team and conduct a pre-site survey to physically inspect each site as appropriate (to determine if it can meet the requirements of the advertisement). The Contractor shall then brief the PM prior to the formal tour with the local user group/VA representatives. Other potential invitees include space planners, engineers (including environmental engineers), and architects.

The Contractor shall take necessary actions to prevent the site owners or representatives from learning competitive information from the materials provided to the site selection board by the Contractor. Any information released to one site owner or representative must be released to all site owners or representatives at the same time. During the site selection tour, the Contractor may only discuss with potential offerors the offered property and its potential to meet VA's requirements. Discussions with property owners or their representatives may not include information about other properties being toured.

The Contractor shall submit to the PM the following:

- A Draft Site Selection Scoring Sheet with evaluation factors and weighting of such factors. Required 10 business days prior to site selection tour.
- A Final Site Selection Scoring Sheet with evaluation factors and weighting of such factors. Required 5 business days prior to site selection tour.
- A Site Selection Board folder for each Board member, consisting of overview maps of area showing delineated area, location of each site, and any other landmarks or factors that would be helpful in evaluation. Folder should include overview maps of each site plus any information provided by the site owner or representative. Under no circumstances should any information regarding value of the land be included, including but not limited to assessed value, fair market value, property taxes, or asking price. Required 7 business days prior to site selection tour.
- A DRAFT Site Selection Board Report that includes specific recommendations regarding all viable alternatives, including ranking and rating of the sites in accordance with the predetermined evaluation factors. VA will provide a form. Required 10 business days after site selection tour.
- A FINAL Site Selection Board Report. Required 3 business days after receiving comments from VA.

f. Negotiations and Sale Contract

Upon successful completion of an appraisal and a review appraisal of the

top-ranked sites, Contractor and PM shall begin negotiations with the selected landowner as to the terms of the Offer to Sell, including the purchase price. A draft Offer to Sell shall be prepared by the Broker.

The Contractor shall submit to the PM the following:

- Draft Offer to Sell. Required 7 days after appraisal and review appraisal completed.
- Final Offer to Sell. Required 5 days after VA and landowner agree to final terms in principal.

g. Pre-Closing, Closing, and Post-Closing Requirements:

As part of the due diligence studies conducted on the top ranked sites, Contractor shall obtain a Title Abstract/Commitment compliant with DOJ Title Standards. Contractor is responsible for assuring the ALTA survey's title exceptions and legal description match the Title Abstract/Commitment and the deed. Contractor will work with VA, the title company, and landowners in clearing any title issues to ensure the final title insurance policy will be compliant with DOJ Title Standards.

Contractor shall coordinate with the closing agent for final closing, including review of all required closing documents and HUD-1 Settlement Statement charges. Contractor will ensure title agent is registered with the System for Award Management (SAM) and vendorized no fewer than 30 days prior to closing. The Contractor is responsible for reviewing a draft Deed transferring title to government and other closing documents (to be prepared by the title company), ensuring that they are compliant with DOJ Title Standards and accurately reflect the terms of the transaction.

If the local jurisdiction bills property taxes in arrears, and there are property taxes due from the seller but not yet payable, then the Contractor shall ensure that the title company holds funds in escrow (either proceeds from the sale or additional funds to be paid by VA) in sufficient amount to pay the property taxes when they come due, pro rated as of the closing date. VA is not liable for any property taxes incurred after the closing date, due to its status as a federal agency. Additionally, the Contractor is responsible for determining whether VA needs to take any steps to qualify as a non-taxable entity in the local jurisdiction and assist VA with completing any forms or paperwork required to achieve tax-exempt status.

The Contractor shall submit the following items to the PM:

- Title Commitment Compliant with DOJ Title Standards. Required 30 days after Task Order issuance.
- Draft deed compliant with DOJ Title Standards. Required no fewer than 30 days prior to closing date.
- Draft HUD-1 Settlement Statement and closing documents. Required no fewer than 30 days prior to closing date.
- Copies of signed closing documents. Required 1 day after closing.
- Copies of recorded deed and Final Title Insurance Policy compliant with DOJ Title Standards. Delivery will vary based on jurisdiction, but no fewer than 5 business days from Contractor's receipt of the documents from the County or closing agent.
- Tax-exempt documents. Required to be provided to VA at the proper time to ensure that VA is tax exempt as of the closing date. Jurisdictions vary as to whether this process occurs pre- or post-closing.

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EXHIBIT 4

FEE-BASED TASKS

A Scope of Work for each fee-based service listed below will be provided with the RFP for each Task Order. Should the Contractor subcontract for any of the services described below, the Contractor remains responsible to deliver any and all work produced by subcontractors in accordance with the requirements of the Task Order. Ultimately, the Contractor is responsible for its subcontractors' deliverables, timeliness, performance, and adherence to scope.

CLIN	Description
0003-1	Appraisal
0003-2	Review Appraisal
0003-3	Closing/Recordation Services
0003-4	Title Report/Commitment, Chain of Title, Rundown
0003-5	ALTA Survey
0003-6	Metes & Bounds (non-ALTA) Survey
0003-7	Geotechnical Study
0003-8	Cultural Resources Study (CRS) (Section 106/Windshield Study)
0003-9	Phase I CRS
0003-10	Phase II CRS
0003-11	Phase III CRS
0003-12	Ground Penetrating Radar
0003-13	Water Study
0003-14	Archeology Study
0003-15	Soil Study
0003-15	Water Rights Consultant
0003-16	Traffic Study
0003-17	NEPA Environmental Assessment
0003-18	NEPA Environmental Impact Statement
0003-19	CERCLA Phase I Environmental Site Assessment (ESA)
0003-20	CERCLA Phase II ESA
0003-21	CERCLA Phase III ESA
0003-22	Section 106 Consultation
0003-23	Species-specific Environmental Study or Report
0003-24	Wetlands Delineation
0003-25	Lead Based Paint/Asbestos Study and Remediation Plan
0003-26	Tree Study
0003-27	Electromagnetic Frequency Study
0003-28	Ground-Penetrating Radar Study
0003-29	Seismic Evaluation
0003-30	Noise/Vibration Study
0003-31	NEPA Public Meeting
0003-32	Other Services
0003-33	Market Data
0004	Support for Disputes, Protests, Claims, Appeals, Congressional Inquiries, Litigation, and FOIA Requests
0005	Historic Outleasing Support
0006	Post-Award User Group Design Meeting Support
0007	Post-Award Lessor Tenant Improvement Pricing Support
0008	Post-Award Change Order Support
0009	Post-Award Construction Schedule Management and Construction Meeting Support
0010	Post-Award Construction Progress Reporting
0011	Post-Award Construction Management Support

0012	Space and/or Strategic Planning Services
0013	Equipment Planning Services
0014	Standards Development Support

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EXHIBIT 5

FORM OF CONFLICT OF INTEREST AND NON-DISCLOSURE STATEMENT

[This form shall be completed for each Task Order by an officer of the Contractor's firm]

Contractor: _____

Subcontractor: _____

Contract Number: _____

Task Order Number: _____

This firm does ☐ or does not ☐ have an organizational conflict of interest.

DESCRIBE THE CONFLICT:

This firm acknowledges all restrictions contained in Section C.1 FAR 52.203-16 and VAAR 852.209-70 of the contract and agrees to complete additional agreements as deemed necessary by the Contracting Officer.

The contractor certifies the following measures are in place and procedures will be followed:

☐ A "conflict wall" is in place and contractor personnel have been advised of the restrictions in 1 through 13 of the clause.

☐ Electronic safeguards are in place to prevent unauthorized access to documents prepared in connection with this task order.

☐ Documents related to the contract will be safeguarded and secured while in the contractor's possession.

☐ Pursuant to the requirements identified under Federal Acquisition Regulation 9.505-4(b) an agreement will be entered into with offerors under which we will agree to protect their information from unauthorized use or disclosure, and refrain from using their information for any purpose other than for which it was furnished.

Restrictions. The Contractor agrees:

(1) As a condition of its award of this Contract, to establish a "conflict wall," in form and manner satisfactory to the VA Primary Contracting Officer (PCO). Any such "conflict wall" shall, at a minimum:

- Inform all parties identified in subparagraph (c) of the existence of the "conflict wall" and the restrictions set forth in this Clause;
- Ensure the establishment and maintenance, during the term of this Contract, of separate electronic file servers and other electronic safeguards to prevent access to documents, files, and information related to Contractor's work under this Contract to other than Contractor personnel working under this Contract, including Contractor personnel representing building owners or Lessors;
- Ensure that paper files and documents are kept, safeguarded, and maintained in separate, secure locations that will preclude access to Contractor personnel not working under this Contract, including Contractor personnel representing building owners or Lessors;

- Be maintained at all times during the term of this Contract.

(2) To remain subject, during the term of the Contract, to periodic inspection and verification of the “conflict wall” and the processes and procedures to be maintained in connection therewith.

(3) To execute, in connection with any awarded Task Order under this Contract, such certifications as the PCO may deem necessary and appropriate confirming the continuing existence of the “conflict wall” and the processes and procedures included thereunder.

(4) That none of Contractor’s personnel (including without limitation employees, consultants, or subcontractors) performing work under this Contract will participate, in any capacity, in providing any advice or representation to a building owner, representative, Lessor, or other third party in connection with any VA leasing transaction during the term of this Contract and for an additional period of six (6) months following conclusion of Contractor’s work under this Contract.

(5) That any person performing services under this Contract shall be and remain, during the term of this Contract, ineligible to share in any fees or commissions received by or payable to the Contractor by virtue of Contractor’s representation of a building owner, representative, lessor, or other third party in a lease transaction involving the VA; provided, any such person shall be entitled to share in any cooperating tenant fee or commission available to the Contractor under this Contract.

(6) That all personnel performing work in connection with an awarded task order under this Contract may be required to execute such Confidentiality and Non-Disclosure Agreements, or other documents which the PCO in his sole discretion, may require in order to protect the proprietary nature or confidentiality of information provided by the Government or otherwise received by the Contractor in connection with its work under this Contract. Such Agreements or documents may provide that violations of their terms may result in criminal and civil penalties in accordance with, among other laws and regulations, 41 U.S.C. §423. Failure of the Contractor to provide required Agreements or documents under this paragraph from all required personnel may result in termination of Contractor’s work under the task order at issue at no cost to the Government.

(7) That all personnel performing work in connection with an awarded task order under this Contract may be required to execute the agreements contemplated by Section 9.505-4(b) of the Federal Acquisition Regulation, 48 C.F.R. §9.505-4(b).

(8) That all personnel performing services under this Contract will treat any and all information generated and received in connection with their work as proprietary and confidential, continue to do so in perpetuity, and disclose and utilize such information only in connection with their work under the Contract.

(9) Prior to the acceptance of a task order request, to immediately notify the PCO of any potential conflict of interest that would prevent or limit the Contractor’s ability to perform the work requested. If any such conflict is identified, and the Contractor nonetheless desires to undertake the requested work, consistent with the other requirements and restriction of this Clause, the Contractor shall provide the certification required by paragraph (3) above and, if awarded the task order for the transaction at issue, an executed dual agency notification and consent statement from any other interested parties affected by the Contractor’s performance of work related to the task order.

(10) To immediately notify the PCO of any conflict of interest discovered during the Contractor’s performance of work pursuant to a VA-issued task order; **provided** that the Contracting Officer shall have the right to impose such restrictions as he or she deems appropriate on the Contractor’s performance based on the existence of such a conflict or, if the PCO determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor’s performance of work under the task order at no cost to the Government

(11) That in the event that the Contractor knowingly withholds the existence of a conflict of interest from VA, that the PCO may terminate this Contract at no cost to the Government; **provided** that the foregoing shall be in

addition to all other remedies and causes of action which the Government may have against the Contractor, including suspension and/or debarment of the Contractor.

(12) To include this Conflict of Interest clause, including this subparagraph, in all of Contractor's subcontracts at all tiers (appropriately modified to preserve the VA's rights hereunder) which involve the performance of work by subcontractors in support of this Contract.

(13) That, in addition to the remedies enumerated above, the VA may terminate this Contract for cause in the event of Contractor's breach of any of the above restrictions.

The restrictions provided in paragraph (1), (2), (3), (5), (6), (7), (9), (10), (11), (12), and (13) above shall not apply to a Contractor who, as a condition of its award of this Contract, agrees and covenants (1) that it will not, during the term of the Contract, represent any building owner, representative, lessor, or other third party to the VA in connection with a VA-issued leasing action; or (2) that it is and will remain, during the term of the Contract, an exclusive provider of tenant representation services.

Signature: _____

Name: _____

Date: _____

Title: _____

(must be an officer of the firm)

EXHIBIT 6

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
- e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

- a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data- General, FAR 52.227-14(d) (1).
- b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA

reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or cause, if task orders are issued under FAR Part 12.

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COTR.

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

Contractors shall not design and develop information systems, nor use VA HIPPA information under this contract.

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COTR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office.

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government.

Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and reauthorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

e. The contractor/subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COTR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally-owned or contractor/subcontractor owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, PWS or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or

enclave based) firewall that is configured with a VA approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

6. SECURITY INCIDENT INVESTIGATION

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of

employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis.

Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$1,000.00 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

9. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA

information and VA information systems shall complete the following before being granted access to VA information and its systems:

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
 - (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
 - (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 80016, Information Technology Security Training Requirements.]
- b. The contractor shall provide to the contracting officer and/or the COTR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
- c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

EXHIBIT 7

ORGANIZATIONAL CONFLICTS OF INTEREST

A. General. Subpart 9.5 of the Federal Acquisition Regulation, 48 C.F.R. 9.5, prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

B. Purpose. The purpose of this clause is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest that might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to: a Contractor's participation as an offeror or representative of an offeror, in a procurement in which it has provided assistance in the preparation of the Government's requirements and specifications; a Contractor's providing advisory assistance to the Government in a procurement in which the Contractor's firm, or one which the Contractor represents, is an actual or potential offeror; and a Contractor's participation, as an offeror or representative of an offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing offerors as a result of the Contractor's work on prior task orders.

C. Definitions. For purposes of this clause

1. "Contractor" means an individual or other legal entity that:

- a. Directly or indirectly (e.g. through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Government contract, including a contract for carriage under Government or commercial bills of lading, or a subcontract under a Government contract; or
- b. Conducts business, or reasonably may be expected to conduct business, with the Government as an agency or representative of another contractor, and
- c. Includes the Contractor; any of the Contractor's parents, affiliates, or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof.

2. "Parent" means a business concern, organization, or individuals that has/have a controlling interest in another business concern, organization, or individual. Controlling interests includes, but are not limited to, ownership of more than one-half interest.

3. "Affiliates" mean a business concern, organization, or individuals that, directly or indirectly, (1) either one controls or has the power to control the other, or (2) a third party controls or has the power to control both. Control includes, but is not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized following the debarment, suspension, or proposed debarment of a Contractor which has the same or similar management, ownership, or principal employees as the contract that was debarred, suspended, or proposed for debarment.

D. Restrictions. As a condition of its award of this contract and in addition to other requirements of this contract regarding Contractors ethics program and reporting requirements, and the safeguarding of information, the Contractor agrees:

1. To establish a "fire wall", in form and manner satisfactory to the Contracting Officer. The Contractor shall, at a minimum:

- a. Inform all members of the Contractor of the existence of the "fire wall" and the restrictions set forth in this Clause;
- b. Ensure the establishment and maintenance, during the term of this Contract, of separate electronic file servers and other electronic safeguards to prevent access to

documents, files, and information related to Contractor's work under this Contract to other than Contractor personnel working under this Contract, including Contractor personnel representing building owners or lessors;

- c. Ensure that paper files and documents are kept, safeguarded, and maintained in separate, secure locations that will preclude access to Contractor personnel not working under this Contract, including Contractor personnel representing building owners or lessors; and
- d. Maintain this "fire wall" at all times during the term of this Contract.

2. To remain subject, during the term of the Contract, to periodic inspection and verification of the "fire wall" and the processes and procedures to be maintained in connection therewith.

3. To execute, in connection with any awarded Task Order under this Contract, such certifications as the Contracting Officer may deem necessary and appropriate confirming the continuing existence of the "fire wall" and the processes and procedures included.

4. That none of the Contractor's personnel, (including without limitation, employees, consultants or subcontractors) may participate as both a VA representative and as a representative of an offeror on a VA lease transaction. Such a ban will be in effect for the duration of the lease transaction.

5. That none of the Contractor's personnel, (including without limitation, employees, consultants, or subcontractors), who have a personal financial interest in a potential or actual offeror for a lease transaction, may participate as a VA representative on that VA lease transaction.

6. That none of the Contractor's personnel, (including without limitation, employees, consultants, or subcontractors) performing work under this Contract will participate, in any capacity, in providing any advice or representation to a building owner, representative, or Lessor or other third-party in connection with any VA lease transaction in the same market while an individual is performing service under this contract and for an additional period of six (6) months following conclusion of an individual's work under the Contract.

7. That any person performing services under this Contract shall be and remain, during the term of this Contract, ineligible to share in any fees or commissions received by or payable to Contractor by virtue of Contractor's representation of a building owner, representative, lessor or other third-party in a lease transaction involving the Government; provided, any such person shall be entitled to share in any payment made to Contractor under this Contract.

8. That all personnel performing work in connection with an awarded task order under this Contract may be required to execute such Confidentiality and Nondisclosure Agreements, or other documents which the Contracting Officer, in his/her sole discretion, may require in order to protect the proprietary nature or confidentiality of information provided by the Government or otherwise received by the Contractor in connection with its work under this Contract. Such Agreements or documents may provide that violations of their terms may result in criminal and civil penalties in accordance with, among other laws and regulations, 41 U.S.C. §423. Failure of the Contractor to provide required

Agreements or documents under this paragraph from all required personnel may result in termination of Contractor's work under the task order at issue at no cost to the Government. Repeated violations may result in the termination of this Contract.

9. That the Contractor and all personnel performing work in connection with an awarded task order under this Contract are required to execute the agreements contemplated by Section 9.505-4(b) of the Federal Acquisition Regulation, 48 C.F.R. §9.505-4(b).

10. That all personnel performing services under this Contract will treat any and all information generated and received in connection with their work as proprietary and confidential, continue to do

so in perpetuity, and disclose and utilize such information only in connection with their work under the Contract.

11. That upon receipt of a task order request, to immediately notify the Contracting Officer of any potential organizational or individual conflict of interest that would prevent or limit the Contractor's ability to perform the work requested. If any such conflict is identified, consistent with the other requirements and restrictions of this Clause, the Contractor shall provide the certification that the "fire wall" is in place and any other documents that may be required by the Contracting Officer pursuant to paragraph (D) 3. above. Contractor shall continue performance of the request, unless notified in writing by the Contracting Officer; provided that the Contracting Officer shall have the right to impose such restrictions as he/she deems appropriate on Contractor's performance based on the existence of such a conflict or, if the Contracting Officer determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work under the task order at no cost to

the Government. At the lease solicitation phase, Contractor shall provide executed dual agency notifications and agreements from any interested parties affected by the Contractor's performance of work related to the task order.

12. To immediately notify the Contracting Officer of any organizational or individual conflict of interest discovered during the Contractor's performance of work pursuant to a Government-issued task order; provided that the Contracting Officer shall have the right to impose such restrictions as he/she deems appropriate on the Contractor's performance based on the existence of such a conflict or, if the Contracting Officer determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work under the task order at no cost to the Government. If at or after the lease solicitation phase, the Contractor shall provide executed dual agency notifications and agreements from any interested parties affected by the Contractor's performance of work related to the task order.

13. That in the event that the Contractor knowingly withholds the existence of a conflict of interest from the Government, that the Contracting Officer may terminate this Contract or an individual task order at no cost to the Government; provided that the foregoing shall be in addition to all other remedies and causes of action which the Government may have against the Contractor, including the suspension and/or debarment of the Contractor.

14. To include this Conflict of Interest clause, including this subparagraph, in all of Contractor's subcontracts at all tiers (appropriately modified to preserve the Government's interests hereunder) which involve the performance of work by subcontractors in support of this Contract.

15. That, in addition to the remedies enumerated above, the Government may terminate this Contract for cause in the event of Contractor's breach of any of the above restrictions.