

Performance Work Statement for

VA Leasing and Land Management Support Services

Prime Contractor: **NAICS 531210 -- Offices of Real Estate Agents and Brokers (Small Business Size Standard: \$7.5 Million)**

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.

This is a Multiple Award Indefinite Quantity Indefinite Delivery (IDIQ)

MINIMUM VALUE: \$1,000.00 per awardee

MAXIMUM VALUE: \$15,000,000.00 per awardee

PERFORMANCE WORK STATEMENT AND QUALITY REQUIREMENTS

1. INTRODUCTION

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. VA also provides land, via lease or purchase, for construction of necessary facilities. 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 procurements actions. VA leases space in both rural and urban areas through the United States, District of Columbia, the Commonwealth of Puerto Rico, and the U.S. Territories.

Within CFM, Office of Real Property (ORP) is the entity responsible for management of lease procurement and land management activities. ORP's Program Managers (PM) utilizes the services of real estate brokers for both lease and land management projects. Broker services are essential to support effective communication between ORP and offerors in procurements; provide expertise in market research and commercial real estate transactions and financing; data and documentation organization, assembly and storage; and increased efficiency in contracting actions for projects that involve multiple vendors.

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.

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. Minor deviations from the procedures stated require the approval of the ACO, acting on submission from the Contractor through the PM for the Task Order (TO). Any significant deviation from the procedures stated in the contract shall be directed to the Contracting Officer (CO).

2. SCOPE

The contractor shall support ORP and contracting staff 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, and related real estate services. 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. The Contractor shall bring forward a team consisting of a) A Prime Contractor registered under NAICS 531210 -- Offices of Real Estate Agents and Brokers. The Prime Contractor will be responsible for procuring other subject-matter experts on a project-by-project basis to fulfill due diligence requirements. The Prime Contractor shall hold an active broker's license in good standing with their respective jurisdiction.

Prior to performance of any contract services, a TO will be awarded, using fair opportunity procedures. Contractors shall have an opportunity to submit pricing and technical proposals on a task order basis, in accordance with the fair opportunity procedures. Task Orders will be awarded competitively based on Fair Opportunity procedures in FAR 16.505.

Contractors must comply with personnel qualification requirements including licensing, certification, experience, conflict of interest, nondisclosure, and clearances, stated within this PWS.

Performance of contract services requires expertise in both commercial real estate practices and Federal procurement regulations related to Federal lease and land acquisition. Federal lease and land acquisitions are required to be performed in compliance with Federal lease acquisition regulations, Federal lease law, Federal land acquisition law, Federal land law, applicable Executive Orders, and other procurement regulations, policy directives and processes listed in Exhibit 1 or referenced in this contract. 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. VA will not approve of dual agency in any procurement action.

The Contractor will provide support to CFM's leasing program for facilities. Also, the contractor will also provide due diligence services and other leasing acquisition support services for lease facilities and land acquisitions (See Modules 1 to 4).

All decisions regarding a lease acquisition or other real property actions 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.

The Contractor is responsible for providing all deliverables and services in a timely and professional manner. Multiple TOs may 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.

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

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 Contracting Officer 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.

The Government may also implement non-traditional and innovative lease procurement, acquisition, and 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 unanticipated no additional cost to the Government. In the event new procedures are implemented, guidance will be provided to the Contractors by the Government.

In addition to work related to lease procurements the Contractor shall provide necessary documentation and assistance to the Government on disputes, protests, claims, and appeals related to services that they are performing or have performed. In the event the Government receives a congressional inquiry, a Freedom of Information Act (FOIA) request, subpoena or

other similar inquiry, demand or request for information the Contractor will cooperate with the Government as necessary.

The contractor's key personnel shall not be substituted without notification the Government in writing and approval by the CO. The contractor shall notify the government of additions of staff to projects in writing with a description of qualifications included for the new personnel.

The Contractor shall attend up to two performance review meetings a year with the CO, Contract PM, Contracting Officer's Representative (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.

The Contractor's key personnel and project management staff are required to attend initial training for the implementation of this contract. In order to be able to bid on task orders, a minimum of two individuals proposed as a part of the team, which is directly responsible for the management of the assigned tasks will have Lease Acquisition Training, Cost and Price Analysis for Leases, Real Property Lease Law, Techniques in Negotiating Federal Real Property Leases, and Fundamentals of Appraisal Course. New staff will have 120 days to complete these five courses. Initial CFM 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.

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. These 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; the CO retains sole discretion to allow Video/Teleconference participation in the annual meeting as an exception based solely on work load considerations. The COR will host these meetings and will be the point of contact for coordination for the meetings.

3. DEFINITIONS AND TERMINOLOGIES

The definitions and terminologies for this contract and for TOs issued against the subsequent contracts are provided in the Design Guide and also below. For clarification of any terms which are not included below or in the Design Guide, contact the CO.

a. Aggregate Lease Value

Defined as 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 Offers (SFO) or RLP) for each leasing project. The Aggregate Lease Value shall include-

The total contract value of the lease term to include, but not be limited to, base rent (including fixed rental increases or as annualized), other rental income, operating expenses (base year), real estate taxes (base year), and tenant improvement allowance [IF APPLICABLE].

The Aggregate Lease Value shall not include-

- (iii) any rental abatement provided to VA pursuant to the Lease;
- (iv) any annual rental escalations covering operating expense and/or real estate tax increases during the lease term,
- (v) 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),
- (vi) lump sum payments to pay for tenant improvements, and
- (vii) Commissions will not be collected on option periods or for lease terms beyond the firm term of the lease.

a. 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.

b. Commission

The percentage of the Aggregate Lease Value that the Contractor will receive as compensation for lease acquisition services. The Contractor's commission is paid to the Contractor by the lessor in accordance with the terms of the lease and this contract.

c. Contract and Contractor

"Contract" means the national multiple-award IDIQ contract award, and "Contractor" means the party who has entered into this Contract with the Government.

d. Day

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

e. Government Personnel

Government employees that may be identified by the Government to work with the Contractor, at the Government's discretion.

f. 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.

g. Inherently Governmental

The Contractor may not bind the Government or perform any functions that remain the responsibility 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. See Office of Federal Procurement Policy Letter 11-01, Performance of Inherently Governmental and Critical Functions at website: <https://www.gpo.gov/fdsys/pkg/FR-2011-09-12/pdf/2011-23165.pdf>

NOTE: Some actions and determinations are the sole responsibility of the CO. Those items are marked with an asterisk. These actions cannot be delegated. The Brokers may be asked to prepare documentation or provide information associated with these tasks.

- Approving documents and/or signing on behalf of the Government (i.e., Notice to Proceed, or any correspondence on VA letterhead)*
- Approval of decisional tools of the Government such as Categorical Exclusion Checklists, Environmental Assessments, or Environmental Impact Statements
- Certification of funds availability*
- Change Orders or any other contract modifications (the Contractor shall not order or issue without Governmental signature)*
- Compliance with Randolph-Sheppard Act
- Consultation with VA Office of General Counsel (Section C.4.1.10)
- Procurement-related correspondence with offerors that may bind the Government, including but not limited to debriefings and discussion*
- Resolution of protests or any other Government settlement or claim*
- Government correspondence with Congress or other governmental entities
- Response to Freedom of Information Act (FOIA) requests (Section C.2)
- Formal determination that costs are fair and reasonable*
- Determination that construction is substantially complete*
- Approval of fire protection, seismic, life safety, or sustainability measures
- Independent Government Estimate (IGE) development
- Execution of leases or lease amendments*
- Signature of any letter on VA letterhead*
- Occupancy Agreements
- Prospectus submission/approval
- Receipt and approval of reimbursable work authorizations (RWA)
- Approval of OMB Circular A-11 Lease Scoring Analysis
- Approval of source selection*
- Approval of Source Selection Plan (SSP)*
- Award determination*
- Competitive Range Determination*
- Determination of Responsibility or Non-Responsibility*
- Determination of Socioeconomic Status of an Offeror*

- Release of an Advertisement*
- Release of a Solicitation*
- Disposition of Agency Protests*
- Settlement Agreements*
- Serving as a voting member on a Source Selection Evaluation Board (SSEB), Technical Evaluation Board, site selection team, or market survey team
- Small Business Subcontracting Plan approval*
- Approving and releasing a Justification for Other Than Full and Open Competition (JOTFOC)*

h. Lease Amendment (LA)

A document used to change or modify an existing lease to reflect any change to the lease terms. For example, the acquisition of additional space, changes to agreed-upon tenant improvements, revision in terms or rental payments, payment of overtime services, change in ownership or payee, or any other action that changes the terms or substance of the lease.

i. Leasing Desk Guide

Leasing Desk Guide (LDG) contains GSA authorities, policies, technical and procedural guides, and administrative limitations governing the acquisition by lease of real property. The LDG 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. VA has supplemented LDG through its own policies and the contractor is responsible for keeping up-to-date on the current policies.

j. Normal Regional Office Work Hours

The normal work hours of CFM are from 8:30 a.m. to 5:00 p.m.

k. Purchase Price

The Purchase Price, as described in the Section 3, consists of 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 a donation, the land value will be determined by a current fair market value appraisal, commissioned on behalf of the Government, as confirmed by a review appraisal.

n. RLP

A document used to solicit offers for a lease acquisition. The RLP describe Government requirements and performance criteria against which a lessor is expected to perform, and the evaluation criteria that the Government will use to evaluate offers. As listed below, there are several different documents that may be used. The CO and PM for a specific TO will determine the RLP form for the lease acquisition. The RLP is a GSA document, and the SFO is a VA document that is included in the Design Guide.

o. Simplified Lease Acquisition Threshold Lease (SLAT lease):

A simplified RLP format that may be used for a lease acquisition under the Simplified Lease Acquisition Threshold, unless another format is required by the CO. Current GSA forms and procedures should be utilized.

p. Succeeding/Superseding Lease

The RLP used when the existing premises meets or substantially meets the tenant agency's on-going requirements so that only minimal, if any, alterations are necessary and it takes a turnkey approach to defining any new required improvements. Current GSA forms should be utilized, but VA's procedures must be followed.

q. Warehouse Lease

The RLP used for space whose predominant use is for storage, distribution, or manufacturing—such as for equipment, repair parts, documents, furnishings, or any other of the innumerable things for which our client agencies require holding space. This lease can be used for any size or rental value of warehouse space.

r. Required Delivery Date (RDD)

The date specified in the TO schedule for completion of the TO.

s. 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 to make the cost/technical trade-offs in a manner consistent with the award methodology stated in an RLP or SFO.

t. Source Selection - Lowest Priced Technically Acceptable

When award is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. (See FAR 15.101-2) This method is typically not preferred for lease contracts.

u. Graduated Commission Incentive

The performance incentive(s) that are included in task orders are at the sole discretion of the CO. Incentives maybe included in task orders for the Contractor to achieve Target Rates that result in a better lease value for the Government.

4. DESCRIPTION OF MODULES

The services described below include lease acquisition services, due diligence services, and other services. They each will involve the Contractor's receipt of a request from the PM and/or 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.

a. Module 1 – Lease Acquisition Services

i. General

For Module 1 services CLIN 0001 will be firm fixed price commission and CLIN 0002 will be fixed price incentive commission. CLIN 0001 cannot be modified to provide CLIN 0002 fixed price incentive. The Contracting Officer will determine whether to procure task orders for Module 1 services using either CLIN 0001 or CLIN 0002. Only CLIN 0001 or CLIN 0002 will be allowed for module 1 services at the Task Order level, no Task Order shall include both CLIN 0001 and CLIN 0002.

The services described below may include all or a combination of the following steps: 1) participating in a project orientation with the PM and CO, other Government personnel, and other contractors; 2) providing GREX support; 3) advertising the requirement; 4) surveying the market and preparing a market survey report; 5) drafting issuing a Leasing Contracting Officer approved RLP and any RLP amendments; 6) conducting administrative reviews of offers; 7) inputting proposal financial data into analysis tools for Leasing Contracting Officer analysis and evaluation; 8) providing support in negotiations and discussions with offerors; 9) preparing the lease documents and any lease amendments, and coordinating required signatures; 10) providing specific due diligence services identified at the Task Order level; 11) performing post award services, and 12) providing administrative support to VA with FOIA inquiries, Congressional and other governmental inquiries, claims, litigation, settlements, and disputes.

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.

Lease Sizes	
Small	less than 30,000 NUSF
Medium	between 30,000 NUSF and 100,000 NUSF
Large	over 100,000 NUSF

ii. Regulations, Processes, and Procedures

GSAM Part 570 includes the GSA regulations applicable to leasing, and the Design Guide includes regulations and guidance on VA-specific leasing processes and procedures. Lease acquisition procedures and regulations vary depending on the complexity of an acquisition.

iii. Tasks

The following table sets forth the standard tasks under this Contract as they relate to lease acquisition services which may include competitive and noncompetitive leases, lease extensions, and strategic planning. These services may require the completion of all or a combination the following: requirements development, lease acquisition, and post award services as indicated below.

Procurement Step	Services	Deliverables (Each Task Order shall include a deliverable schedule)
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- As 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 Project Manager (PM) or Contracting Officer (CO)
Advertisement	<ul style="list-style-type: none">- Map and research delineated area- Compose advertisements- Publish newspaper advertisements	<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 Survey	<ul style="list-style-type: none">- Facilitate market survey scheduling and logistics- Provide transportation to members- Answer questions and provide	<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

	information to market survey team	
RLP/Lease and Conceptual Design Development	<ul style="list-style-type: none"> - Prepare RLP/Lease and incorporate project-specific edits - Keep RLP/Lease 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/Lease with all exhibits, appendices , and attachments - Notification of RLP release to be published on FBO
RLP/Lease Publication	<ul style="list-style-type: none"> - Provide complete RLP/Lease to all interested parties in electronic format and amendments 	<ul style="list-style-type: none"> - List of RLP/Lease 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 - Coordinate with offerors for VA 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 an administrative means by which TEB members will score and evaluate offers electronically and those scores 	<ul style="list-style-type: none"> - Draft Evaluation Factor Definitions - Compiling Scoring/comment electronic interface - Abstract of offers received - Documentation of reference checks/past performance verification/financial capability confirmation -

	<p>and by which evaluations can be captured and saved to the contract file</p> <ul style="list-style-type: none"> - 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 	
Contractor's Responsibilities to support VA's Evaluation	<ul style="list-style-type: none"> - Compile technical scores and comments from Government Evaluators - Input financial data into analysis spreadsheets to support VA's cost and price analysis - Compile VA's technical and cost and price analysis - Provide technical support to VA's identification of 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 	<ul style="list-style-type: none"> - Meeting minutes

	progress reports, TI pricing, inspections, change order preparation, review of wage rates,	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 documentation 	<ul style="list-style-type: none"> - Lease Amendment(s) - Correspondence to lessor as necessary

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 research, 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.

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.

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. All newspaper advertisements will be at the Contractor's expense. 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.

GREX Support:

The Contractor will provide support in obtaining and preparing documents for submission to GSA. The documents required in GREX submission include but not limited to: acquisition plan, VA space plan, market research, labor cost worksheet, SF-81, delineated area map, and FEMA floodplain map.

Market Survey:

The Contractor will make necessary arrangements for the market survey, including transportation or 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. 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. 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. 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.

Develop and Issue RLP and Amendments:

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

Upon approval of the draft RLP 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 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, which shall be documented according to the source and rationale of the requested change. When no more changes are required for the RLP, the Contractor shall submit a final version of the RLP 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. If the project will replace one or more existing VA leased facilities, a copy of the RLP 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, clarifications, and amendments to the CO for release through Federal Business Opportunities website.

Pre-Negotiation/Negotiation Process:

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

Clarifications; Review of Offers:

The Contractor shall record all questions raised by prospective offerors concerning the RLP. 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 provide support to VA's review all offers for compliance with the terms and conditions of the RLP, as amended. The Contractor shall prepare an abstract of each offer submitted to track the completeness of submissions. This abstract shall be provided to the CO and PM for review no fewer than ten (10) days prior to evaluation of offers.

Five (5) business following conclusion of the Technical Evaluation Board, the Contractor shall draft and submit for VA's approval a TEB report, that includes VA's analysis of offerors and summary document to the PM and CO.

This must include 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 draft report shall include the following as attachments: SAMs and/or Vetbiz confirmation for any offeror claiming credit under socioeconomic status (provided by the CO); the confidentiality certificates; evaluation of all price and technical proposals; comparison of offers from a price, technical, and combined perspective; thorough identification of all significant strengths, weaknesses, and any deficiencies within the proposal; scoring runs for each offer in accordance with GSA and OMB guidelines (provided by the PM); thorough description of any past performance concerns; negotiation objectives; and confirmation whether offered prices and sizes are within the approved or authorized limitations; all scoresheets.

The TEB report must receive PM and CO approval prior to requesting Final Proposal Revisions (FPRs). The Contractor shall prepare a letter for each offeror and submit to the PM and CO for approval and signature.

Negotiate Offers:

After offers have been evaluated by VA, the Contractor shall conduct discussions/negotiations with each Offeror in the competitive range individually and independently in accordance with Lease Contracting Officer approved, signed, and managed 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. The contractor will perform discussion/negotiations, but will not commit the Government. All final decisions shall be made by the Leasing Contracting Officer.

The Contractor shall submit for approval, a negotiation memorandum to the LCO in the appropriate format provided by ORP.

The Contractor shall close discussions/negotiations and request final proposal revisions in writing via a letter prepared for each Offeror and submitted to the LCO's for approval and signature. Negotiation of offers is not applicable when award is made, based on initial offers.

Reviewing Final Proposal Revisions (FPR's):

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

The Contractor shall submit the following (but not limited to) to the CO and PM for approval:

- a list of any clarifications that may be necessary for each offeror;
- a copy of each FPR with any required subcontracting plans;
- a revised abstract of offers with FPR data and a revised NPV for each offer;
- an Award Decision Memorandum (previously called a Price Negotiation Memorandum) in accordance with regulations and policies.

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.

Assemble Lease Contract Documents:

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 located at Exhibit 5.

The Contractor shall complete the Lease file in accordance with the lease file checklist located at Exhibit 6, 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 oral method is preferred by the CO the Contractor shall prepare talking points, and take minutes.

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.

Post-Award Services:

The Contractor is responsible for providing post-award services to assist the Government in the negotiation, documentation, and oversight of construction and renovation, and delivery of lease 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:

a. Post-Award Kickoff Meeting

The Contractor shall schedule a Post-Award Kickoff Meeting to occur within ten (10) business days of 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.

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.

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.

Post-Award Services automatically include the following, unless specifically omitted from the TO:

User Group Design Meetings with Lessor:

The Contractor shall attend all 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.

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.

Lessor's Tenant Improvement (TI) Pricing:

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.

Change Orders:

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, a price negotiation memorandum, and a lease modification.

Construction Schedule and Initial Construction Meeting:

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.

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.

Construction Progress Reporting:

If directed by the CO, the Contractor shall prepare a letter or email to the Lessor outlining the deficiencies that require corrective action. The Contractor shall follow-up to identify and document that deficiencies are corrected.

The Contractor shall partner with the PM to research/address post award Requests for Information (RFIs) and Change Orders from the lessor.

Subsequent Construction Progress Meetings:

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.

Davis - Bacon Act Reporting of Payroll and Basic Records:

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, and CO for review.

Coordination of VA Occupancy:

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 computer cabling, 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.

Pre-Acceptance Submissions:

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.

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.

b. Module 2 – Land Acquisition Services (Commission and Fixed Fee)

The Contractor shall provide professional services to support VA's acquisition and disposal of real property rights and interests according to VA regulations, standards, and procedures. This Module includes relocation assistance 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 provides 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 (See Section C.3 below).

The tasks under this Module include, but are not limited to: land management support, land management/acquisition/disposal plan development, market research, meeting presentations, logistics and coordination of site selection tours, negotiations with landowners (including other governmental entities), relocation assistance, settlements/condemnations, closings, and post-closing administration work (applying for tax-exempt status, preparing final title documents, reviewing title policies for compliance with VA requirements, etc.), and due diligence such as title services, ALTA/ACSM surveys, environmental studies, appraisals, review appraisals. Land management and associated relocation assistance work may involve a wide range of properties, including, but not limited to residential, commercial, and special purpose properties like government land and facilities.

Individual Task Orders under this contract Prices shall not exceed \$1,500,000.

Land Sizes	
Small	Under 5 acres
Medium	5-25 acres
Large	over 25 acres – more

A list of standard actions, services, and deliverables required for land management projects is provided below. 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 below. Should additional or different tasks be required, they will be included in the original PWS 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 land management action.

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 	<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

	VA on contents and recommendations	
Title Work	<ul style="list-style-type: none"> - Obtain a Title Abstract/Commitment compliant with DOJ Title Standards - Review title work and draft preliminary opinion for PM review using VA forms and procedures - Work with title company and landowners in clearing any title issues to ensure final title insurance policy will be compliant with DOJ Title Standards. - 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. 	<ul style="list-style-type: none"> - Draft Preliminary Opinion of Title for PM review - Draft Final Opinion of Title for PM review - HUD-1 Settlement Statement - Draft Deed - Title Commitment 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

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.

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 research, 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.

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.

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. All newspaper advertisements 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 CO on which sites should be toured. All sites that could be made to meet the minimum requirements will be included in the site survey.

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 survey team. Contractor shall be responsible for tabulating the results of the site selection team's evaluations as shown on the rating sheets.

The Contractor will make necessary arrangements for the site survey, including transportation or site survey team members on the survey itself. Transporting team members during the site survey will be conducted at the sole cost of the Contractor. Team 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 survey 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 potential offerors from learning procurement-sensitive information from the materials provided to the site 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 site survey, the Contractor may only discuss with potential offerors the offered property and its potential to meet the requirements of the RFP. 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 the following:

- A Draft Site Selection Scoring Sheet with evaluation factors and weighting of such factors. Required 10 days prior to site survey.
- A Final Site Selection Scoring Sheet with evaluation factors and weighting of such factors. Required 5 days prior to site survey.
- A Site Selection Board folder for each Board member, consisting of overview maps of area showing delineated area, location of each site including distance from focal point. Folder should include overview maps of each site plus any information provided by Offeror. 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 Offerors asking price. Required 7 days prior to site survey.
- A DRAFT Site Selection Survey Report that includes specific recommendations regarding all viable alternatives including ranking and rating of the sites in accordance to the accumulation of the data from the Site Selection Scoring Sheets methodologies (1-step, 2-step, etc.). Required 10 days after site tour.
- A FINAL Site Survey Report. Required 3 days after receiving comments from VA.
- Purchase Price Negotiation and Preparation of Offer to Sell.
- Upon successful completion of an appraisal and a review appraisal of the

Top-ranked sites (number of sites to be determined by PM); Contractor along with PM shall begin negotiations with the top-ranked 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.

Coordinate Closing:

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 ALTA survey's title exceptions matches with the Title Abstract/Commitment. The Contractor's responsibilities shall also include the review of the title work and recorded documents for compliance with DOJ Title Standards. Contractor shall draft preliminary title opinion for PM's review using VA forms and procedures. Contractor will work with VA, the title company, and landowners in clearing any title issues to ensure 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). This responsibility shall include the review of a draft Deed transferring title to government, ensuring that it is compliant with DOJ Title Standards.

The Contractor shall submit the following items to the PM:

- Title Commitment Compliant with DOJ Title Standards.
- Draft Preliminary Opinion of Title for PM review. Required 3 weeks after Offer to Sell, title commitment and ALTA survey are completed.
- Draft deed compliant with DOJ Title Standards. Required with Draft Preliminary Opinion of Title.
- Draft HUD-1 Settlement Statement and closing documents. Required 4 weeks prior to scheduled closing.
- Copies of signed closing documents. Required 1 day after settlement.
- Copies of recorded deed and Final Title Insurance Policy compliant with DOJ Title Standards. Delivery will vary based on jurisdiction.
- Draft Final Opinion of Title for PM review. Required 2 weeks after receipt of recorded Deed (original or copy) and final Title Policy.

c. Module 3– Due Diligence Services

The Government requires certain due diligence studies to be conducted prior to the award of a lease contract or the completion of a land management action, including acquisition or disposal of an interest in real estate. Application of lesser requirements than what are listed in this Contract or in the PWSs provided must be approved by the CO within the TO on a case-by-case basis, in writing.

The Contractor is responsible for verifying that 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.

Task
Fair Market Value Acquisition Appraisal (i.e., land acquisition; existing space lease procurement; land option for lease procurement)
Review appraisal
metes and bounds
ALTA survey
Geotechnical study
Ground Penetrating Radar
Water study
Cultural Resources Study/ Archology Study
Soil study
Title search, chain of title report, title commitment (excluding closing services)
Water rights consultant
Traffic Study

ENVIRONMENTAL DUE DILIGENCE

Task
NEPA Environmental Assessment
NEPA Environmental Impact Statement
CERCLA Phase I
CERCLA Phase II
CERCLA Phase III
"Windshield" CRS Study
CRS Phase I
CRS Phase II
CRS Phase III
Section 106 Consultation
Species-specific environmental study or report
Wetlands Delineation

Services to be provided by Environmental Subcontractor:

1. Environmental Assessment (EA).

An EA is described in Section 1508.9 of the National Environmental Policy Act (NEPA) regulations. Generally, an EA includes brief discussions of the following: The need for the proposal, alternatives (when there is an unresolved conflict concerning alternative uses of available resources), the environmental impacts of the proposed action and alternatives, and a listing of agencies and persons consulted. If applicable, the Contractor shall also prepare a Finding of No Significant Impact (FONSI) for approval and signature of VA. The EA task may also include support for public meetings, preparation and posting of public notices, and submittals to, and interaction with governmental agencies, citizen groups, and members of the public. The purpose of the EA is to ensure VA compliance with the regulations set forth by the Council on Environmental Quality provisions of NEPA, Title 40 CFR Parts 1500-1508; and VA Implementing Regulations, Environmental Effects of VA Actions, Title 38 CFR, Part: 26 (51 FR 37182, Oct. 20, 1986). Particular attention should be directed to the EA definition..."a concise public document that serves to: briefly provide sufficient evidence and analysis for determining whether to prepare an environmental impact statement or a FONSI (NEPA Part 1508.9).

2. Environmental Site Assessment (ESA).

An ESA is an investigation of a property with respect to the range of contaminants within the scope of Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. 9601) and petroleum products. The purpose of the ESA is to satisfy one of the requirements to qualify VA for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations in CERCLA liability (hereinafter, the "Landowner liability protections," or "LLPs"), i.e. "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined at 42 U.S.C. 9601(35)(B). The ESA will be completed in accordance with the American Society of Testing and Materials (ASTM) Standard Practice: Phase I Environmental Site Assessment Process (ASTM Designation: E1527-05) and shall include the following minimum requirements:

- a) On-site reconnaissance and physical inspection of the entire property;
- b) Review of state and Federal lists of known contaminated sites, hazardous materials users, spills and underground tanks;
- c) Interviews with persons as knowledgeable of the property, representatives of the public, property management, and regulatory agencies;
- d) Evaluation of nearby operations for their potential to affect subject property;
- e) Review of any existing environmental documents for the project area; and

f) Current and former uses shall be described and evaluated for potential for environmental degradation.

The Contractor shall conduct a follow-on Phase II ESA sampling as appropriate including use of field sample measuring instruments, soil boring equipment, dosimeters, and collection of samples for laboratory analyses.

3. Environmental Impact Statement (EIS).

An EIS, which is described in Part 1502 of the NEPA regulations, must include discussions of the purpose of and need for the action, alternatives, the affected environment, the environmental consequences of the proposed action, lists of preparers, agencies, organizations, and persons to whom the statement is sent, an index, and an appendix (if any). The EIS may be initiated directly or as a continuation of an EA that did not result in a FONSI. In addition to the items and requirements listed under the definition of EA above, the EIS task shall include support for Public Scoping Meetings, preparation and posting of Notices in the Federal Register, submittals to, and interaction with the EPA and other governmental agencies.

4. Wetland Delineation/Section 401/Section 404 Consultation.

Conduct an evaluation for the presence and jurisdictional boundaries of wetlands as described in the 1987 United States Army Co of Engineers (USACE) "Corps of Engineers Wetlands Delineation Manual." Tasks include, but are not limited to, research and assemble readily available information (such as soil surveys, topographic maps, historic and current aerial photographs, and National Wetland Inventory maps, to preliminarily identify potential on-site wetlands and streams, etc.), field-flagging (including survey of the field flags), preparation of report and consultation with the USACE and other local agencies.

5. Consultation for Compliance with the Migratory Bird Treaty Act & Endangered Species Act.

State and local agencies in accordance with the Endangered Species Act, NEPA, and other applicable statutes, laws, and regulations. Consultant will research and assemble reasonably available information to identify potential site usage patterns by migratory species and prepare necessary report.

6. Groundwater Feasibility Study/Water Resources Analysis/Well Drilling.

Perform a Groundwater Feasibility Study to determine quantity and quality of groundwater in accordance with the American Water Works Association Standard A 100- 97. Specific work items include but not limited to:

- a) Well Inventory: Perform an inventory of public and private water systems that may be impacted by ground water withdrawals from the proposed on-site well;
- b) Monitoring Network Development: Coordination with regulatory agencies, as required, including acquiring of all necessary permits;
- c) Well Location Survey;
- d) Pilot Well Drilling: Determine well yield and provide drilling oversight;
- e) Step-drawdown test;
- f) Constant Rate Pumping test; and
- g) Data Analysis and Preparation of Ground Water Supply Report.

7. Geotechnical Survey (Subsurface Investigation).

Perform subsurface investigations to determine the suitability of a site in constructing various structures. Investigations to include, but are not limited to, site reconnaissance, laboratory examinations, physical and chemical analyses, ground penetrating radar (GPR), and soil borings.

8. National Register of Historic Places.

Perform National Register of Historic Places determinations of eligibility and nominations.

9. Cultural & Archaeological Resource Survey and Consultation Support.

Perform cultural resource documentation and/or recordation report(s) such as Historic American Buildings Survey, Historic American Engineering Record, Historic American Landscape Survey.

Perform cultural and archaeological studies to identify possible historic resources sites in the area(s) of potential effects (APE) and to determine the effects of potential actions on the human environment under NEPA and on historic resources under Section 106 of the National Historic Preservation Act (NHPA). Requirements include, but are not limited to, archival research, Indian Tribal coordination, coordination with local interests, fieldwork, documentation, evaluations, sub-surface probes, etc. Provide Section 106 and/or 110 consultation support services working with State Historic Preservation Offices (SHPOs), Tribal Historic Preservation Offices (THPOs), Advisory Council on Historic Preservation (ACHP), Tribes, and other groups or public entities to complete proposed project review process. Provide assistance with implementing agreed upon mitigation measures.

Services to be provided by Subject-Matter Experts on a project-specific basis:

1. Appraisal

Appraisals shall be prepared by Members of the Appraisal Institute (MAI) appraisers licensed in the state where the property in question is located. The appraisal shall contain an opinion or estimate of the value of the property, including fair market value, in line with Uniform Appraisal

Standards for Federal Land Acquisitions (UASFLA), which may be accessed at <http://www.usdoj.gov/enrd/land-ack/yb2001.pdf>. Should the use of an MAI appraiser be impossible or impracticable (for instance, due to a limited number of MAI appraisers in a particular geographic area), the Contractor shall notify the PM, and the PM shall direct the Contractor how to proceed.

Review Appraisal.

Review appraisals shall be prepared by independent, third-party MAI appraisers licensed in the state where the property in question is located. The appraisal shall contain an opinion or estimate of the value of the property including fair market value, in line with UASFLA, which may be accessed at <http://www.usdoj.gov/enrd/land-ack/yb2001.pdf>. It is the review appraiser's responsibility to determine whether the initial appraisal(s) are: adequately supported, compliant with recognized appraisal principles, and compliant with the UASFLA. The minimum review process is prescribed in 49 C.F.R. §24.104 and the UASFLA, as follows:

- a) a qualified reviewing appraiser must ensure appraisals satisfy requirements and, if necessary, seek corrections or revisions;
- b) If the reviewing appraiser is unable to approve or recommend approval of an appraisal, and it is determined that it is not practical to obtain an additional appraisal, the reviewing appraiser may develop appraisal documentation in accordance with §24.103 to support a value, at the direction of ORP; and
- c) the reviewing appraiser's certification of the approved value must be included in a signed statement which identifies the appraisal reports reviewed and explains the basis for the recommendation or approval.

Should the use of an MAI appraiser be impossible or impracticable (for instance, due to a limited number of MAI appraisers in a particular geographic area), the Contractor shall notify the PM, and the PM shall direct the Contractor how to proceed.

Boundary Surveys:

Boundary surveys shall be prepared by a surveyor with appropriate professional credentials to undertake the measurements of land in accordance with the American Land Title Association (ALTA) standards.

Title Searches:

A qualified title examination professional shall conduct an examination of public records to determine the ownership and encumbrances affecting real property of interest to VA in accordance with DOJ Title Standards 2001, available at http://www.justice.gov/enrd/2001_Title_Standards.html and Regulations of the Attorney General, Order No. 440-70 (Exhibit 4).

Relocation:

Identify individuals and entities affected by VA's land management actions according to the Uniform Act and assess the extent to which relocation and re-establishment assistance is required to be provided by VA. Determine scope and cost reasonableness of relocation and re-establishment claims and provide recommendations to VA. Act as liaison between VA and affected individuals and entities to successfully relocate them in compliance with the Uniform Act.

Other Due Diligence Services:

Perform all other due diligence studies as may be requested by VA from time to time as described in PWSs submitted by VA to the Contractor.

d. Module 4 – All other Services

Market Data

Occasionally, the Government has a need for limited market data that real estate firms typically provide to clients at no cost as a means by which the client may determine whether to proceed with a particular real estate action. These requests may only originate from the CO, CO, ORP leasing or land team leader, or from a PM while copying the leasing or land team leader. Within thirty (30) days of the request, the Contractor shall provide the following types of market data to the PM (unless the data is specifically requested sooner), upon request:

Summary market information, such as: Number of buildings and total square footage by type of space and buildings available for a tenant agency's intended use; Specific class vacancy rate; Typical market concessions, tenant work letters, tenant services and building common area factors, where applicable; Estimated costs for operating expenses and property taxes; Asking rental rates and market rental rates; Amount and type of vacant land available in a particular market area; Municipal data such as zoning information, public transportation routes, and availability of utilities; Identification of flood plain, tsunami zone, and other official designations that may limit land use; and/or Fair market value estimates of land costs on a per acre basis.

If it is not possible to provide comparable data on at least three (3) buildings or sites, the Contractor shall provide a written explanation of the market conditions preventing the collection of the required data. Some variation to the above data may be requested by the team lead or PM as the specific need dictates. **There is no guarantee the Contractor will awarded any additional TOs for projects that may arise in the same geographic location as the Market Data services being performed.**

**i. Disputes, Protests, Claims, and Appeals, Congressional
Inquiries, and FOIA Inquiries**

As directed by the CO, 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.

The Contractor shall not contact VA OGC directly to discuss the above issues. All coordination with VA OGC will be handled by the PM and CO. The Contractor shall respond to requests for information from VA either verbally or in writing as requested and within the timeframe requested.

VA's Office of General Counsel (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.

a) 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:

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

b) 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

- Provide research and expertise used to assist and support the government in developing responses to claims and appeals

- Assist and support VA to assemble a claim file in accordance with FAR 33.2.
- Participate as fact witnesses in meetings, alternative dispute resolutions, depositions, hearings or trials related to the lease as may be required by the Government.
- Assist and support VA to assemble and provide any and all other information and documentation requested by VA related to the claim/appeal.

c) 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 and recommendations concerning FOIA requests, subpoenas, Congressional inquiries, or other similar requests for information.

ii. Section 111 of the National Historic Preservation Act (NHPA)

Section 111 of 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.

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 is initiating a Section 111 program and preparing to launch a pilot project during Fiscal Year 2015.

The Section 111 historic outleasing process (referred to as "historic outleasing") consists of four phases: requirements development, execution, maintenance, and contract expiration/termination.

- 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.
- 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.
- 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.
- 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 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.

For historic outleasing projects, VA anticipates compensating brokers by requesting proposals on a flat fee basis. In no event will the fees exceed \$1.5 Million per project. VA also retains the option, at its sole and absolute discretion, to pay the flat fee directly.

5. REPORTING

The Contractor shall provide monthly project status reports to the COR. The COR will determine the format and content after award, which will be consistent for all awardees.

The Contractor shall provide monthly and bi-annual status reports to the COR. The COR will determine the format and content after award.

These status reports shall provide the following minimum information: Identify any and all TOs and modifications awarded under this Contract and describe the status of the work being performed on the TOs and modifications; identify any services provided for disputes, protests, FOIA, subpoenas, Congressional or other inquiries, and requests for market data. Identify the Region requesting the information and if the information or service is related to a task order or lease include the task order number and lease number.

a. Reporting Finance Data – Commissions

Report commissions for every task order at time of award of lease or purchase of land and quarterly to the COR and CO.

b. Monthly and Annual Reports

Every month, the Contractor shall report on the following;

Module 1: a) all lease awards, b) total dollar value of the commission percentage or flat fee received c) total dollar value of remaining commission due at acceptance.

Modules 2 and 3: all other payments.

Annually, each contractor shall provide a list of all work performed under the IDIQ contract to date, as well as all payments made to date, and any outstanding payments.

The Contractor shall provide a monthly report to the Contracting Officer (required the first of the month) that includes reporting on task order progress.

This must include a spreadsheet with all task orders. This must include all task orders issued in the previous months, the progress of all outstanding task orders, including specific deliverables,

and payment received or outstanding on each task order. The Contractor shall include the following for each task order:

- Contracting Officer
- Project Manager
- Contract POC
- Date issued
- Price
- Deliverables
- Deliverables completed
- Deliverables outstanding
- Amount invoiced to date
- Amount paid to date
- Any outstanding issues related to that task

6. QUALITY CONTROL REQUIREMENTS

The Contractor is responsible for quality control as defined in their approved Quality Control Plan required for all services provided under this Contract. 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.

7. QUALITY ASSURANCE BY THE GOVERNMENT

The CO 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.

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.

8. 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 PWS terms. 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 the Federal leasing process. 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 lease 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 comparables. Lease negotiations shall result in a rental rate within the stated negotiation objective range for the market and within VA approval and authority thresholds. Negotiated lease rates 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 a Subcontractor will be late with a deliverable, the Contractor proactively notifies the PM and provides a revised EDD.

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.

9. PERFORMANCE CRITERIA

Performance of most lease acquisition and land management services will result in a lease contract award or completed land management action for the Government. Those services must be in compliance with applicable laws, regulations, Executive Orders, and policies listed, and any new laws or regulations that may become effective during the terms of this contract and with the terms and conditions of the contract to be acceptable to the Government. Services and submissions will be inspected and accepted by the 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 task will be identified in the PWS and further described in the Design Guide. 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. Evaluations will be provided at the specified milestones based on the TO awarded. The performance standard matrix will be provided with each awarded task order.

In addition to acceptance at the TO level, certain quality standards apply to deliverables as defined in this section.

TO Performance Criteria:

Definitions set forth are intended to be the minimum level of acceptable performance. Performance exceeding the definitions below will be evaluated appropriately. The Government will evaluate the Contractor based on the following standards:

a. Document Quality

- Submit documents that are complete, accurate, and neat and meet generally accepted standards in accordance with the laws, statutes, regulations, Executive Orders, and local market conditions, using correct grammar and appropriate language without gross errors, inconsistencies, omissions, or inaccuracies.
- Submit Lease file documents filed and tabbed in accordance with the Lease File Checklist, and set up in the folders/format specified by VA.

b. Personnel Technical Quality

- Demonstrate knowledge of laws, statutes, regulations, Executive Orders, policies, local markets, and contract terms through the process and documentation in the preparation and completion of a lease, an LA, a land management action, and all associated documents required for the actions taken by the Government.
- Demonstrate knowledge of the Federal leasing process and land management processes by producing leases and land management actions with all the necessary file documentation, organization, content, accuracy and completeness required by law, regulation and policy.

- Offer market expertise by providing innovative or alternative business solutions in the course of projects.
- Demonstrate knowledge of the local market with Contractor efforts resulting in adequate competition as applicable.
- Identify and propose solutions for issues that may arise throughout the lease procurement or land management process to the PM, CO, or other appropriate personnel. (e.g. safety, legal, regulatory)

c. Cost Control

- Use of market research to establish a market range at the beginning of the project to support and define necessary cost elements included in the asking rates. (e.g., TI, security, operations costs, market commissions yielding rent credits for benefit of the Government, etc.).
- Understanding of and adherence to VA approval and authority thresholds for leasing and land management actions.
- Communicate in writing to the PM the impact of market changes as the procurement or land action progresses.

d. Timeliness

- Required deliverables are submitted in accordance with the PM-approved project schedule, approved project timeframes, or as stated in the TO.
- Communicate delays (excusable or otherwise) to the PM with explanations as to why the delay is occurring and the impact of the delay on the project schedule.
- Revise the project schedule as necessary to keep all parties apprised of project status.
- Proactively anticipate deliverable or milestone delay and communicate any impending or potential delays to the PM together with mitigation strategies.

e. Business Relations

- The Contractor will represent VA at all times in a professional manner in dealing with all parties and will comply with VA's I. C.A.R.E. initiative.

10. CONTRACT PROGRAM-LEVEL PERFORMANCE CRITERIA

The following criteria will be used to perform interim evaluations at the national level and provided to the Contractor in accordance with CPARS.

Contract Administration continued.

ROLES AND RESPONSIBILITIES

a. Contracting Officer

The Contracting Officers (CO) have the overall responsibility for administration of this contract. The COs 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 COs may delegate certain other responsibilities to authorized representatives. The name and contact information of the COs will be provided at time of award.

b. Program Manager

The Program Manager is the technical expert for matters related to Federal lease acquisition and land management policies and procedures. The Program Manager will review regulations and program changes and as necessary submit requests for contract modifications to the COR. Authority not delegated to the PM is reserved for the COR. The name and contact information of the PM will be provided at time of award.

c. Contracting Officer's Representative (COR)

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. Project Manager

The main point of contact for any lease or land project is the Project Manager. The Realty Specialist/Project Manager are terms that can be used interchangeably for the purposes of this Contract.

e. User Group

The user group is the VA office or station for who leased space is being acquired. 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.

11. Firm Fixed Price Commission (CLIN 0001):

Task Orders using this CLIN will be priced based on firm fixed price. The contractor's proposed commission at the task order level will be the amount paid by the lessor.

12. GRADUATED COMMISSION INCENTIVE (CLIN 0002)

Task Orders using this CLIN will be priced based on fixed price incentive. Specific incentive amounts, percentages, graduated incentive rates, and thresholds will be defined at the task order level; however will follow the incentive framework stated in this PWS.

The performance incentive(s) that may be awarded to the broker in the form of a Graduated Commission Incentive shall be tied to a leases' ability to score as an operating lease in accordance with OMB A-11 Appendix B, a target rental price set prior to project commencement, and the contractor's overall performance. The Graduated Commission Incentive will be honored based on the achievement of the following:

Lease scores under XX% and a rental rate X% lower than market.

Market Rate Reduction	OMB Score	Incentive %	Performance Based Award-Fee Pool Available To Be Earned Portion of Incentive % (for Excellent)	Performance Based Award-Fee Pool Available To Be Earned Portion of Incentive (for Very Good)
3%	<90%	0.15	100% of 0.15% Commission	80% of 0.15% Commission
3.5%	<90%	0.20	100% of 0.20% Commission	80% of 0.20% Commission
4%	<90%	0.25	100% of 0.25% Commission	80% of 0.25% Commission
4.5%	<90%	0.3	100% of 0.3% Commission	80% of 0.3% Commission
5.5%	<90%	0.35	100% of 0.35% Commission	80% of 0.35% Commission
6%	<90%	0.4	100% of 0.4% Commission	80% of 0.4% Commission
6.5%	<90%	0.5	100% of 0.5% Commission	80% of 0.5% Commission
7%	<90%	0.75	100% of 0.75%	80% of 0.75%

			Commission	Commission
7.5%	<90%	0.85	100% of 0.85 % Commission	80% of 0.85% Commission
8%	<90%	1	100% of 1% Commission	80% of 1% Commission
8.5%	<90%	1.05	100% of 1.05% Commission	80% of 1.05% Commission
9%	<90%	1.1	100% of 1.1% Commission	80% of 1.1% Commission
>9.5%	<90%	1.15	100% of 1.15% Commission	80% of 1.15% Commission
*Max Incentive 1.15%				

a. Target Rate

The fully serviced rental rate is to be used as the year one base rent for comparison to the present value analysis. This rate is established by ORP based on representative market comparable rent rate data obtained from market research shall align with RLP Present Value Price Evaluation paragraph.

An in-house market rate review tailored for a specific VA lease transaction will be provided prior to commencement of the project. **VA will gather available market data from commercial real estate data services to establish the Target Rate.** This data will be extracted to for in the market research and task order acquisition plan to assist VA in determining incentive targets. This information is a tool to be utilized where available by the Lease Contracting Officer / Realty Specialist as a means to make informed leasing decisions on behalf of the U.S. Government and can provide the necessary backup documentation to aid leasing personnel in their negotiations with Offerors.

Disincentive: Commission will only be paid for Leases awarded. Incentives will only be paid based on the meeting the lease price target rate and with CPARS overall performance rating of Very Good or above, as stated in the table below and documented in CPARS.

Award-Fee Adjectival Rating	Award-Fee Pool Available To Be Earned	Description
Excellent	100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract,

		including paragraph 9 Performance Criteria.
Very Good	80%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract including paragraph 9 Performance Criteria.
Good	0%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract including paragraph 9 Performance Criteria.
Satisfactory	0%	Contractor has met overall cost, schedule, and technical performance requirements of the contract including paragraph 9 Performance Criteria.
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract including paragraph 9 Performance Criteria.

b. Commission

The percentage of the Aggregate Lease Value that the broker will receive as compensation. In markets where it is common practice to calculate commission as a rate per square foot or fixed amount, commission shall be converted as a percentage of the Aggregate Lease Value. The broker's commission is paid to the broker by the lessor in accordance with the terms of the lease and this contract. The commission will either be the broker's standard commission or the standard commission plus the Graduated Commission Incentive percentage.

c. Commission Agreement

The written agreement between the lessor and the broker outlining the agreed upon commission and terms shall be achieved by the guidance provided in the contract.