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General Services Administration Public Buildings Service Washington, DC 20405

Executive Registry

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Dear Mr. Casey:

As part of our effort to enhance the ongoing program to delegate real property management responsibilities to other Federal agencies, we have recently revised the standard Delegation of Authority agreement. The agreement is used in delegating functions associated with the operation of Government-owned buildings and leased buildings where the Government provides services other than utilities.

The revised agreement incorporates many of the recommendations made by various agencies and, in addition to clarifying certain issues, elaborates the responsibilities delegated to the agencies. Enclosed is a factsheet which provides a synopsis of the revisions made to the agreement.

Should you have questions concerning the revised agreement, please contact either Phyllis Runci or Yvonne Jones on 566-1144.

Sincerely,

WILLIAM F. SULLIVAN

Commissioner

The Honorable
William J. Casey
Director
Central Intelligence Agency
Washington, DC 20505

Enclosures

#### DELEGATION OF AUTHORITY

MAY 1 2 1986

FROM: The Administrator of General Services

TO:

## 1. Authority:

Under Section 205(d) of the Federal Property and Administrative Services Act of 1949, as amended, the Administrator of General Services hereby delegates and authorizes successive redelegations of authority identified herein within stated limitations to the \_\_\_\_\_\_ (hereinafter referred to as "Agency").

## Authorities Delegated:

Authorities vested in the Administrator by Reorganization Plan No. 18 of 1950, the Federal Property and Administrative Services Act of 1949, as amended, the Public Buildings Act of 1959, and the Public Buildings Amendment of 1972, to perform functions with respect to the operation, maintenance, repair, preservation, alteration, and protection of the building(s) identified in Appendix I are hereby delegated without limitation except as specified herein or required by law, executive order, or regulation promulgated pursuant to law. Unless modified, waived or superseded by provisions contained in this delegation, all provisions contained in Public Laws and in the Federal Property Management Regulations (FPMRs), Subchapter D, as amended, applying to the General Services Administration (GSA) pertaining to the operation, maintenance, repairs, alterations, protection, and administration of buildings and grounds under the authority and control of GSA apply to the Agency. Any conflicts or disputes pertaining to the interpretation of this provision and/or application of FPMR requirements will be settled in accordance with Paragraph 6 of this delegation.

## 3. Coordination:

Unless specified otherwise, all data transmittals, approval requests, and required reports are to be submitted to the appropriate Assistant Regional Administrator for Public Buildings and Real Property (hereinafter referred to as "GSA"), who is responsible for all operational coordination between the Agency and GSA program offices. The Agency

shall designate to each regional GDA the official responsible for coordination of all building delegation activities for the respective buildings. GDA will notify this official prior to any inspections.

# 4. Resources Management:

# A. Funding for Building Operations:

- (1) The Agency will continue to pay the full Standard Level User Charge (SLUC). During the first quarter of each fiscal year, the GSA, Central Office, will effect a funds transfer to the Agency headquarters to provide for the delegated operational and repair responsibilities. The amount transferred will be in accordance with authorized funding levels for the operation and repair of delegated buildings which will approximate the amount that would otherwise have been allowed GSA for accomplishing the delegated functions.
- (2) The procedure for determining the initial funding level is shown in Appendix II, Figure A. The amount(s) to be transferred is shown in Appendix II, Figure B. If the delegation is effected after the start of a fiscal year, the amount(s) transferred will be adjusted accordingly.
  - (3) In subsequent fiscal years, the Agency will submit an estimate and appropriate justification to GSA, an estimate and appropriate justification to GSA, Central Office, for funds transfer in accordance with a GSA, Central Office, budget call to be issued at least 18 months prior to the beginning of the fiscal year. GSA, Central Office, will incorporate the appropriate standard level requirements within its annual budget submission to OMB.
  - (4) Should actions be taken by Congress or OMB which increase or decrease the funds available to GSA for building operation and repair, GSA, Central Office, will make a proportionate increase or decrease in the amount available to the Agency, consistent with Congressional/OMB intent in making the increase/decrease.

# Resources to be Transferred:

`B.

- (1) The delegated building(s) and associated equipment, supplies, and records shall be transferred to the Agency in their existing condition. No additional funding will be transferred in excess of normal operating funds outlined in Paragraph 4.A., above. However, projects underway as detailed in Paragraph 5.D(7) and (8) will be completed by GSA at GSA expense.
- (2) With the approval of the Director, Office of Management and Budget, as indicated below, and as required by Section 205(f) of the Federal Property and Administrative Services Act of 1949, this delegation further provides for the transfer of appropriate direct and support FTE ceiling positions allocated to the building(s) by GSA. The total number of FTE positions to be transferred is shown in Appendix III, Figure A. Encumbered FTE positions to be transferred will be identified at least 45 days prior to the effective date of the delegation and provided to the Agency.
- (3) All shop equipment, tools, and cupboard stock to be transferred to the Agency are listed in Appendix III, Figure B.

# C. Financial Accounting Requirements:

The Agency shall submit, annually, a cost accounting statement prepared in the format shown in Appendix IV, Figure A for standard level services. Definitions of the functions are contained in Appendix IV, Figure B. Object class definitions are prescribed in OMB Circular A-11. The cost accounting statement should be prepared on an accrual basis reflecting the costs of goods or services received during the period as provided for in the Budget and Accounting Procedures Act of 1956 (P.L. 863). An appropriate Agency financial officer shall certify that this statement is complete and accurate.

## D. Records:

(1) The Agency may have access to all historical records retained by GSA which pertain to the operation of the delegated building(s). (2) The Agency shall maintain program and financial records of all delegation-related activities. The documentation shall be maintained and retired consistent with the regulations prescribed by the National Archives and Records Administration or the Comptroller General, as appropriate.

# 5. Program Responsibilities and Limitations:

This paragraph contains, by program areas, definitions and agency responsibilities and limitations pertaining to the —delegation. In leased buildings, the requirements of paragraphs 5.A through H apply only to the extent that the respective requirements are not the responsibility of the leaser under the terms of the lease agreement. GSA reserves the right to inspect the delegated building(s) and any Agency records pertaining to this delegation at any time during the term of the delegation. To the extent resources are available, GSA will perform, on a reimbursable basis, any service provided prior to delegation.

## A. Cleaning:

The Agency is responsible for establishing a cleaning and grounds maintenance program to provide a healthful and attractive environment, and to preserve and protect interior finishes and landscaping. This program shall include janitorial services, pest control, trash removal, landscape maintenance, snow removal, and the like.

# B. Operation and Maintenance:

(1) All mechanical, electrical, and utility systems in the delegated building(s) shall be operated in accordance with energy conservation guidelines contained in FPMR 101-20.116. All available architectural, structural, mechanical, and electrical drawings for the delegated building(s) and its operating systems are listed in Appendix V, Figure A.

- The Agency is responsible for establishing a (2) preventive maintenance (PM) program for all building operating equipment. Establishment of such a program will require a complete inventory of the equipment to be maintained, with identification of maintenance to be performed and frequencies. Maintenance shall be done in accordance with industry, manufacturers', or GSA standards. The proposed PM program must be submitted to GSA for approval within 120 days following the effective date of this delegation. All PM must be performed in accordance with the approved program. Records of PM accomplishment must be maintained and are to be made available to GSA for inspection.
- (3) Fire and water flow alarm systems now installed in the delegated building(s) will be transferred to the Agency. Responsibility for all maintenance, recurring repairs, alarm monitoring and testing, and telephone line charges will be assumed by the Agency. For those systems remoted to a GSA central monitoring station, GSA will monitor alarms and notify designated Agency personnel of emergency situations at no additional charge to the Agency.

#### C. Utilities:

- (1) The Agency must develop an energy management and conservation plan to attain the goals of Executive Order 12003 and the National Energy Conservation Policy Act, and in accordance with appropriate FPMRs.
- (2) Beginning with the effective date of this delegation, the Agency shall be responsible for payment of all utility and fuel bills (including natural gas, coal, steam, chilled water, oil, electricity, and water/sewage). GSA and the Agency will jointly notify the responsible utility companies of the transfer of billing at least 10 working days prior to the effective date of the delegation. The agency shall retain copies of all utility bills and make them available to GSA upon request.

- In delegated building(s) receiving steam or chilled water from another GSA-operated or -delegated facility (see Appendix VI, Figure A), the receiving agency shall reimburse the supplying agency on a quarterly basis for the cost of producing the utility. The steam rate(s) is shown in Appendix VI, Figure A; the cost of providing chilled water will be determined on the basis of meter readings from BTU meter(s) in the supply line(s), applied to the formula provided in Appendix VI, Figure B. The supplying agency will be responsible for furnishing, installing, calibrating, repairing, and replacing the meter(s). The supplying agency will also be responsible for computing the quarterly cost(s) and for billing the receiving agency.
- (4) The receiving agency in Paragraph (3), above, will be responsible for reading all utility meters on a monthly basis and forwarding readings to the supplying agency within 10 days following the end of each month.
- (5) The supplying agency in Paragraph (3), above, is entitled to verify meter readings and make utility billing adjustments, as appropriate.
- (6) The Agency shall be responsible for the maintenance and for recurring repairs of all electrical transformers and high tension switchgear. The Agency shall also be responsible for complying with the EPA's Final Rule on Polychlorinated Biphenyls (PCBs) in electrical transformers (40 CFR Part 761), as published in the Federal Register on July 17, 1985. GSA shall be responsible for replacement or retrofill of electrical transformers containing PCBs; and disposal of PCB-contaminated materials or equipment. A list of locations of equipment containing PCBs is provided in Appendix VIII, Figure E.
- (7) In those buildings where GSA is currently participating in a load curtailment program with the local utility company, (see Appendix VI, Figure C) the Agency shall take all required actions to implement the load curtailment plan. Failure by the Agency to respond to a load curtailment signal within prescribed time limits will result in a penalty charge being assessed to the Agency by the utility company.

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GSA will provide the Agency with a detailed

curtailment plan for each building which is

included in a load curtailment program.

## D. Repairs and Alterations:

- (1) Repairs and alterations consist of all repair or alteration projects costing \$10,000 or more, including material, labor, design, and supervision costs, and all cyclic painting regardless of cost. Projects costing lers than \$10,000 are considered operation and maintenance costs and are included in Paragraph 5.B. The Agency, shall be responsible for providing the necessary funding associated with tenant alterations. Initial space alterations will continue to be the responsibility of GSA.
- The Agency shall be responsible for the accomplishment of all recurring repairs and tenant alterations such as those identified in Appendix VII, Figure A, regardless of cost. Where the Agency experiences inordinate or extraordinary recurring repair requirements, the GSA, Central Office, will consider requests by the Agency for additional recurring repair funds. The accomplishment of all non-recurring repairs remains the responsibility of GSA. Examples of non-recurring repairs are identified in Appendix VII, Figure A. In the case of a dispute, GSA will make the determination as to whether a repair is recurring or non-recurring.
- (3) The Agency shall maintain project and financial records of all completed recurring repairs and alterations costing \$10,000 or more, in accordance with the provisions of Paragraph 4.D.
- (4) All recurring repairs and space alterations having an estimated value of \$50,000 or more, or which will result in a change in the classification of space, must have prior review and approval of GSA. In addition, existing fire alarm, fire protection, and safety related systems and equipment shall not be changed through repairs, alterations, space modifications, or improvements regardless of cost without prior written approval by GSA.

- (a) The request for review and approval of the project will be submitted to GSA as early in the planning process as possible, but in no event less than 60 calendar days prior to the planned issuance of a solicitation or request for proposal to accomplish the proposed work. This request must be made in writing, and shall be accompanied by narratives, plans, drawings, or schematics sufficiently detailed to allow GSA to evaluate the scope of the project and its impact on the building structure or systems.
- (b) GSA will respond to the request within ten working days after receipt. If a technical review is either required by GSA or requested by the Agency, GSA will advise the Agency of the estimated date the technical review will be completed. GSA will keep the Agency informed of the progress of the technical review, and the Agency may not proceed without written GSA approval.
- (c) Upon completion of any approved work, the Agency shall submit as-built drawings showing all changes made to the building(s) as a result of the work.
- The Agency shall notify GSA of any foreseeable or required non-recurring repairs, as they are identified by the Agency, using the format provided in Appendix VII, Figure B. For budgetary purposes, non-recurring repairs must also be prioritized and submitted to GSA at least 18 months prior to the fiscal year in which the work is requested, along with any studies, surveys, or other data which verifies the need for the requested repairs. GSA will notify the Agency within 10 working days as to whether or not the project qualifies, by definition, as a nonrecurring repair; and of GSA's schedule to conduct a technical review and make a final determination relative to the validity of the project and programming, if appropriate. Once approved for programming, GSA will notify the Agency, on a fiscal quarterly basis, of its status throughout the life of the project.
  - (6) If, at any time during the term of this delegation, GSA determines that a prospectus is required, the Agency is responsible for providing GSA with any information GSA deems necessary for the preparation of the prospectus.

- (7) GSA shall complete any recurring repairs or tenant alterations under construction by GSA on the effective date of this delegation (see Appendix VII, Figure C). Any recurring repair projects in the design phase will be completed through design and turned over to the Agency, if the project is not included in the GSA appropriation (see Appendix VII, Figure D). If the project being designed is included in GSA appropriations, GSA will complete the project (see Appendix VII, Figure D).
- (8) Surveys and studies in progress on the effective date of this delegation shall be completed by GSA (see Appendix VII, Figure E). Accomplishment of the recommendations of these surveys and studies will be the responsibility of the appropriate Agency, in accordance with Paragraph 5.D.2.
- (9) Recurring repairs identified, but for which design has not begun by the date of execution of this delegation, shall be the responsibility of the Agency (see Appendix VII, Figure F).
- (10) Appendix VII, Figure G, lists those delegated buildings that are either on, eligible, or potentially eligible for the National Register of Historic Places. The Agency is responsible under the National Historic Preservation Act of 1966, as amended (Public Law 89-665), and Executive Order 11593, to review all repair, maintenance, alteration, and restoration work that affects the original materials in the building with the appropriate state historic preservation office and with the Advisory Council on Historic Preservation. The procedure for review by the state historic preservation office and the Advisory Council is contained in the Federal Register, Volume 44, No. 21 (Tuesday, January 30, 1979). Before contacting these organizations, the project must be approved by GSA's Regional Historic Preservation Officer.
- (11) Many Government buildings contain artworks created through Federally sponsored programs.

  Conservation of these artworks shall remain the responsibility of GSA. The Agency shall be responsible for safeguarding and reporting any loss or damage of property to GSA. An inventory of these artworks is provided in Appendix VII, Figure H.

- (12) All Agency-accomplished repairs and alterations shall conform to FPMR and GSA fire and lifesafety criteria and physically handicapped accessibility provisions.
- (13) All alterations or repairs to areas containing asbestos shall be accomplished in accordance with GSA/EPA-approved procedures. A list of locations with identified asbestos is provided in Appendix VIII Figure F. Any other locations containing asbestos identified by the Agency shall immediately be reported, in writing, to GSA.
- (14) To the extent resources are available, GSA will provide design, supervision, management, and inspection services upon request by the Agency, on a reimbursable basis, for repairs and alterations which are the responsibility of the Agency under the terms of this delegation.
- (15) (NCR only) To the extent resources are available, the Central Support Field Office, will continue to be available to perform repair and alteration work in the delegated building(s) on a reimbursable basis. The field office shops include roofing, stone masonry, moving, and refrigeration, and can provide services in these areas. The GSA Sign Shop is also available on a reimbursable basis for the fabrication of name plates, office identification signs and numbers, traffic control signs, etc.
  - (16) (NCR only) To the extent resources are available, the GSA Alterations Work Groups, which perform space alterations on a reimbursable basis for GSA field offices, will perform alterations work in the delegated building(s) on a reimbursable basis.

# E. Protection:

(1) GSA will retain responsibility for mobile patrols, physical security surveys, responses to incidents and requests for assistance, and investigations of criminal activities occurring within the delegated building(s). These investigations will be coordinated with the Agency's Inspector General or other designated security personnel; information may be shared in accordance with applicable Federal statutes.

- clearances and suitability determinations for contract guards and cleaners. Minimum suitability requirements for contract guards are provided in Appendix VIII, Figure G. The Agency shall also be responsible for crime prevention assessments and crime prevention awareness presentations. To the extent resources are available, GSA will provide any of the above mentioned services to the Agency on a reimbursable basis if they so desire.
- (3) Security systems now installed in the delegated building(s) will be transferred to the Agency. A list of such security systems is provided in Appendix VIII, Figure A. Responsibility for all maintenance, recurring repairs, alarm monitoring, and telephone line charges will be assumed by the Agency.
- (4) For those systems remoted to a GSA central monitoring station, GSA will monitor alarms and notify designated agency personnel of emergency situations at no additional charge to the Agency, if requested. Costs associated with the alarm systems hardware, i.e., telephone lines, etc. will be the responsibility of the Agency.
- (5) The Agency may provide guard services for the delegated building(s), its contents, and its occupants by contract.
- (6) In the event of an emergency situation (i.e. riots, demonstrations, etc), where capability exists, GSA will provide Federal Protective Officers to augment existing contract personnel.
- (7) All criminal incidents or other incidents of a serious nature resulting in personal injury occurring within the delegated building(s) must be reported to GSA in the formats provided in Appendix VIII, Figures B and C. GSA reserves the right to investigate any fire or accident on the premises.
- (8) All building protection and safety activities must be accomplished in accordance with pertinent FPMR and GSA fire and safety criteria.

- (9) GSA will conduct periodic fire and facility safety and health inspections, including asbestos assessments, in the delegated building(s). Actions necessary to correct any deficiencies identified by GSA will be undertaken by the appropriate agency, in accordance with the provisions of Paragraph 5.D(2) of this delegation. Pending remedial actions are listed in Appendix VIII, Figure D.
- (10) To the extent resources are available, GSA will provide the following reimbursable services when requested by the Agency:
  - (a) Design, installation, maintenance, and repair of security systems; fire protection and life safety systems and equipment.
  - (b) Testing and firearm certification; and
  - (c) On-site monitoring of contract

## F. Concessions:

- (1) Concessions consist of employee cafeterias, vending facilities operated by the blind under the Randolph-Sheppard Act, minority business concessions operated under Section 8(a) of the Small Business Act, and pay telephone installations. Federal employee health units in multi-occupant buildings are also administered under the concessions program.
- (2) GSA will develop technical specifications, negotiate, award, and administer concessions contracts and permits. GSA will conduct a continuous program of evaluations to determine compliance with established policies and procedures and to ascertain overall effectiveness of program management.
- (3) The functions inherent to on-site oversight as the Contracting Officer's Representative (COR) are delegated to the Agency. The GSA Contracting Officer shall provide the COR designated by the Agency with instructions to assist the COR in the performance of his or her responsibilities.

- Declassified in Part Sanitized Copy Approved for Release 2011/12/02 CIA-RDP88G01332R000801000011-1 continuing oversight relative to include sanitation, preventive maintenance, observation of safety practices, energy conservation practices, compliance with service levels and requirements as stipulated in the contract.
  - (5) The Agency shall be responsible for conducting physical inventories of equipment and assuring that repairs for which the Agency is responsible under paragraph 5.D (2) are made in a timely and efficient manner. Subsequent to a joint inventory being performed by GSA, the Agency, and the concessions contractor(s), current inventory documentation shall be transferred to the Agency.
  - (6) Planning for food and vending facilities will continue to be the responsibility of GSA. For new construction and modernization projects, GSA will develop feasibility studies to assess the need for concessions services, develop budgetary requirements, ascertain space requirements and design criteria, select systems and equipment, review A-E plan submissions, and monitor installations.
  - (7) GSA will retain responsibility for developing policy, regulations, procedures, and standards governing concessions activities.
  - (8) To the extent resources are available, GSA will provide technical supervision, management, and inspection services upon request by the Agency, on a reimbursable basis, for functions which are the responsibility of the Agency under the terms of this delegation.
  - (9) GSA will furnish the Agency with detailed guidelines to assist in performing the aforementioned functions.

#### G. Contracts

- (1) Consistent with GSA operating procedures, the Agency will continue to use GSA district—wide or other multi-building contracts for such services as cleaning, mechanical operation and maintenance (O&M), landscaping, protection, security systems, trash removal, etc., until the subject contract expires. Prior to the effective date of the delegation, the Agency shall designate, in writing, all individuals who will act as Contracting Officer's Representatives for these contracts. GSA will prorate the distribution of contract costs between GSA and the Agency. Where extant, contracts will be listed in Appendix IX and copies of all such contracts will be provided.
- in the delegated building(s) at the time of the delegation, the contract will be transferred to the Agency. Prior to the effective date of the delegation, the Agency shall designate, in writing, all contracting officers who shall be responsible for any existing GSA contracts transferred to the Agency. These designated individuals shall be known as Successor Contracting Officers and shall be identified by the GSA Contracting Officer, in writing, to the contractor. Where extant, contracts will be listed in Appendix IX and all such contracts will be provided.
- (3) If the Agency terminates any of these transferred contracts for any reason after the effective date of this delegation, the Agency shall bear any and all costs of termination, both direct and indirect. Responsibility for these costs shall not be transferable to GSA notwithstanding any errors, omissions, defects, or negligence in the contractor's performance prior to the effective date of this delegation.
- (4) Any contract disputes or appeals remaining unresolved at the time of transfer (see Appendix IX) will be resolved by the GSA Contracting Officer who will render a final decision at the earliest practical date. GSA shall cover the costs of resolution of these disputes or appeals. Any disputes or appeals arising after the time of transfer will be resolved through the Agency's contract review process.

- requirements (term) contracts until the subject contracts expire, provided (1) individual orders citing Agency funds are issued, (2) contractors bill directly to the Agency, and (3) the Agency sends a copy of their procurement order to GSA for informational purposes. The Contracting Officer responsibilities for these contracts will remain with GSA. Prior to the effective date of this delegation the Agency shall designate, in writing, all individuals who will act as Contracting Officer's Representatives for these contracts. A list of all such contracts is contained in Appendix IX and copies of same will be provided.
- (6) As existing GSA-awarded single- or multi-building contracts expire, the Agency will have the responsibility for the preparation of specifications, solicitation of bids, and award of any new or succeeding contracts. GSA will, upon request, provide the Agency with GSA contract specifications and/or guidelines, when available. Subsequent to award, a copy of each service or requirements (term) contract is to be provided to GSA.
- (7) The Agency may request GSA to perform, on a reimbursable basis, any contract procurement or administration functions which were provided by GSA prior to this delegation. Such requests must be made at least 180 days prior to the start work date of such a contract. A determination will be made by GSA at the time of any such request as to whether such services can be provided based on available resources, GSA workload, and existing GSA priorities.
- (8) All contracting activities shall be accomplished in accordance with Federal Procurement Regulations (FPR), Federal Acquisition Regulations (FAR), and, if a GSA-awarded contract, with GSA Procurement Regulations (GSPR), or General Services Acquisition Regulations (GSAR).
- (9) The Agency may procure supplies and materials from any available GSA sources.

# H. Assignment and Utilization of Space:

- All space assignments in areas occupied by the Agency (including, but not limited to, office space, special space, and parking) within the delegated building(s) shall be the responsibility of the Agency. The Agency shall comply with Federal Property Management Regulation (FPMR) Temporary Regulation D-71, or its succeeding regulation in all assignment and utilization actions.
- (2) Space assignments in the delegated building(s) to tenants other than the Agency will remain the responsibility of GSA.
- (3) The Agency must notify GSA of any changes within any space in the delegated building(s) that would affect SLUC billing. Such notifications (including assignment drawings) must be made as soon as an action is completed. Changes that would affect SLUC billing include conversion, reclassification of space as a result of alterations (note requirements in Paragraph 5.D.(4), above), and increases or decreases in space assignments to organizations that have SLUC billing codes.
- (4) The Agency is not authorized to enter into leases to sublet or outlease any of their assigned space; however, GSA may award such an outlease in space identified by the Agency as vacant or otherwise surplus to its needs.
- (5) Where GSA has entered into an outlease agreement in the delegated building(s) or where another federal agency or GSA has been assigned space in the delegated building(s) (see Appendix X), the Agency will assume all building maintenance functions for that space. The Agency will also be responsible for providing reimbursable tenant alterations and other services when requested by such occupants and for providing initial space alterations on a reimbursable basis when requested by GSA. The terms and conditions of Paragraph 5.D.(4) remain applicable to any work accomplished under this paragraph.

(6) GSA may survey the Agency's space and, if determined to be underutilized, may recapture and reassign space or take other appropriate action.

#### I. Lease Management: (Leased Buildings Only)

- (1) The Agency will be responsible for management of the lease contract(s) (see Appendix IX), including periodic inspections to ensure compliance with lease terms, establishment of a register to record all complaints and their resolutions, and written notification to the lessor(s) to take corrective action on items which are included in the lease(s). These documents are to be maintained in an on-site lease enforcement file. Prior to the effective date of the delegation, the Agency shall designate, in writing, on-site individuals (and at least one alternate) who will be certified as capable of acting as the Contracting Officer's Representatives for the lease(s).
- (2) The Agency will be responsible for ordering overtime services in accordance with the lease agreement. If an overtime rate is not stated in the lease and there is a frequent and continuing need for overtime services, the GSA Contracting Officer is responsible for negotiating the overtime rate. The Agency will be responsible for negotiating the overtime rate for a one time or sporadic need for overtime services. The agency will pay the lessor directly for overtime usage by utilizing GSA Form 300 or other appropriate Agency form.
- (3) The Agency may not redelegate lease management of a GSA lease outside the Agency. With prior written approval of the Contracting Officer, the Agency may redelegate lease management authority to another qualified COR within the Agency.
- (4) In the event of a dispute between the Agency and the lessor(s) concerning any provision of the lease(s), GSA will determine the resolution and issue a Contracting Officer's Final Decision, if appropriate. The Agency will provide any documentation necessary for the Contracting Officer's review of the dispute.

- (5) GSA will have the sole authority to authorize rental payments, rental deductions, and modifications to the lease agreement(s).
- (6) The Agency is not authorized to enter into leases for real property or for expansion in the building(s) under lease.
- (7) Agencies may negotiate for lease alterations with the lessor in accordance with the following:
  - (a) The requirements of GSAR Subpart 570.6, Special Aspects of Contracting for Lease Alterations, must be met. Agency headquarters personnel will be furnished copies of GSAR, its amendments, and standard language to be included in all contracts for space alterations and will be responsible for distribution of these documents to all COR's.
  - (b) Where Unit Price Agreements (UPAs) exist, they must be used for accomplishing alterations covered under the UPA, providing: (i) individual orders citing Agency funds are issued, (ii) the lessor bills directly to the Agency, and (iii) the Agency sends a copy of its procurement order to GSA for informational purposes.
  - (c) Where UPAs do not exist, or when existing UPAs expire or do not provide for the work required, the Agency may negotiate a UPA or individual contracts with the lessor(s) within limitations or restrictions imposed by Federal or Agency procurement regulations.
  - (d) Any contract for tenant alterations must include the following:
    - (1) A clause stating that the lessor is not relieved from any of his responsibilities under the lease.
    - (2) A clause stating that all terms and conditions of the lease and supplements thereto remain in full force and effect.
    - (3) An express waiver of restoration of the premises from the lessor in jurisdictions where this is necessary in order to protect the Government from claims for restoration.

- (e) Notwithstanding the provisions of GSAR 570.602(g) with regard to award, alterations for any dollar amount are to be awarded using GSA Form 300, Order for Supplies or Services, or a similar standard government form.
- (8) Alteration work must not affect the amount of square footage under lease.
- (9) Alterations are not to be performed outside the leased area with the exception of tying into electrical, mechanical, plumbing or HVAC units necessary for appropriate utilization of the leased space.
- (10) Prior approval of GSA is required for the following tenant alterations:
  - (a) All tenant alterations having an estimated value in excess of \$50,000.
  - (b) All tenant alterations having an estimated value in excess of \$25,000, and that exceed 10% of the existing annual rent and where the remaining lease term is less than three years (all three conditions must exist).
  - (c) Alterations which will result in a change in the classification of space.
  - (d) Alterations which will result in a change in the utilities and/or maintenance requirements of the leased space.
- (11) When prior approval of GSA is required under (10)
   (a)-(d) above, the proposed alterations are
   subject to the following:
  - (a) The request for review and approval of the project will be submitted to GSA as early in the planning process as possible, but in no event less than 60 calendar days prior to the planned issuance of a solicitation or request for proposal to accomplish the proposed work. This request must be made in writing, and shall be accompanied by narratives, plans, drawings, or schematics sufficiently detailed to allow GSA to evaluate the scope of the project and its impact on the building structure or systems.

- (b) GSA will respond to the request within ten working days after receipt. If a technical review is either required by GSA or requested by the Agency, GSA will advise the Agency of the estimated date the technical review will be completed. GSA will keep the Agency informed of the progress of the technical review, and the Agency may not proceed without written GSA approval.
- (c) Upon completion of any approved work, the Agency shall submit as-built drawings showing all changes made to the building(s) as a result of the work.
- (12) The Agency will be responsible for any claims from the lessor(s) that result from any alteration work directed by the Agency.
- The Agency will be responsible for adhering to the (13) 25 percent limitation of the Economy Act and maintaining records of applicable expenditures. GSA will furnish the Agency with the current Economy Act Limitation balance(s). The Agency will be responsible for maintaining records on the amount available for alterations under the 25 percent limitation, and will be responsible for waiving the 25 percent limitation (where necessary) and preparing the required Certificate of Determination. The Agency will furnish GSA an informational copy of all Certificates of Determination. GSA will provide to the Agency any information on expenditures which would affect the Economy Act balance as a result of alterations work undertaken by the regional Real Estate Division.
- (14) Alteration work must be compatible with and not adversely affect, building structures, fire and safety systems, mechanical/electrical systems, or historically preserved building features.
- (15) All alterations to areas containing asbestos shall be accomplished in accordance with EPA guidelines. A list of locations with identified asbestos is provided in Appendix VIII Figure F. Any other locations containing asbestos identified by the Agency shall immediately be reported, in writing, to GSA.

(16) To the extent resources are available, GSA will perform alterations work in the delegated building(s) on a reimbursable basis.

#### 6. Disputes:

Except as otherwise provided in this delegation, any dispute concerning a question of fact arising under this delegation which is not disposed of by agreement shall be decided by the appropriate GSA Regional Administrator, who shall state his/her decision in writing and provide a copy to the Agency. The decision of the Regional Administrator shall be final unless, within 30 calendar days from the date of receipt of such copy, the Agency provides the Regional Administrator with a written appeal addressed to the Administrator of General Services. The decision of the Administrator on such appeals shall be final. Pending final decision of dispute hereunder, the Agency shall proceed diligently with the performance of this delegation.

#### 7. Termination:

Any or all responsibilities delegated may be terminated by the Administrator of General Services, upon 120 days notice, if he/she determines such action to be in the best interest of the Government. The delegated Agency may request termination of any or all responsibilities delegated at any time. Such a request must be made a minimum of 120 days prior to the requested termination date. The Administrator will make a decision on the request and advise the Agency within 30 days. In the event of a recision of the delegation, in whole or in part, funding and staffing resources for the functions transferred from GSA will be transferred back to GSA proportionate to the withdrawal of delegated responsibilities.

#### 8. Evaluation:

Effectiveness of the building delegation program will be evaluated on a continuing basis. The evaluation will include review/analysis of cost reports, random on-site inspections, and meetings with agency officials. A formal evaluation will be conducted at least annually, using guidelines set forth in Appendix XI. The annual evaluation will be presented to the Agency for comment prior to final issuance; the agency will be given at least 30 days to submit comments which will be incorporated into the final evaluation report. The Agency is encouraged to conduct an annual assessment of its buildings operations program and provide a copy to GSA for information.

9. 1	erm	of	Del	ega	tion	<u>.</u>
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This delegation shall be effective \_\_\_\_\_\_, and shall remain in effect through September 30th of the fifth full fiscal year from the effective date unless terminated, in whole or in part, under the provisions of paragraph 7.

DELEGATED	BY:					Date	
		ADMINISTRATOR O	of GEN	ERAL	SERVICES		
<b>DELEGATE</b> D	TO:					Date	
APPROVED:						Date	
WI I WOARDA		DIRECTOR,	OMB				

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APPENDIX I (page of )

DELEGATED BUILDINGS

AGENCY/BUREAU BLDG. NO. BLDG. NAME

BLDG. ADDRESS

APPENDIX II FIGURE A (page 1 of 2)

# PROCEDURE FOR DETERMINATION OF INITIAL ANNUAL FUNDING TO BE TRANSFERRED

The level of funds to be transferred with the delegated building(s) for each full or partial transition year will be determined by GSA according to the formula below.

- Determine the Annual Salary Rate (ASR) of the PTE positions to be transferred, escalated for anticipated salary increases. This determination is based on the subject field office's average salary rate, and on the average salary rates of regional wage grade positions, by craft.
- Determine the benefits, at 10%, associated with the FTE in Step 1.
- 3. Sum the results of Steps 1 and 2.
- 4. Determine the actual cost of utilities and fuels from actual bills for the prior fiscal year, and escalate for estimated inflation through the transition period.
- Determine the annual contract cost of all service contracts in effect, escalated for inflation through the transition period.
- 6. Sum the results of Steps 3 through 5.
- 7. Determine, by category (i.e. utilities, mechanical, custodial, and other), the recurring reimbursable operation and maintenance (O&M) costs for the last fiscal year from the GSA Recurring Work Authorization Report (FR100C), and escalate at the same rates as Steps 1, 4, and 5, through the transition period.
- 8. Deduct the result of Step 7 from the result of Step 6.
- Determine 15% of the result of Step 3 to use as an estimate of supplies, materials, and equipment.
- 10. Sum the results of Steps 8 and 9, to determine the annual estimate of direct O&M costs.
- 11. Determine 5% of the result of Step 10, for contingencies.

APPENDIX II FIGURE A (page 2 of 2 )

- 12. Sum the results of Steps 10 and 11.
- 13. Determine the transfer amount for recurring repairs based on 30 cents per GSF of the building to be delegated.
- 14. Sum the results of Steps 12 and 13, to determine the total amount of funds to be transferred for the transition period.

NOTE: Standard level services which will continue to be provided by GSA, but on a reimbursable basis, will not be reimbursable during the transition period.

APPENDIX II FIGURE B (page of )

# TOTAL LEVEL OF FUNDING TO BE TRANSFERRED

Building	Name:
<b>Build</b> ing	Address:
	City:
	State:
Building	No.:

[Insert Funding Calculations Below]

APPENDIX III
PIGURE A
(page of )

## FTE TO BE TRANSFERRED

Bullding	Name:	
Building	Address:	
	City:	
	State:	
Building	No.:	

Total FTE to be transferred:

APPENDIX III FIGURE B (page of )

SHOP EQUIPMENT, TOOLS, AND CUPBOARD STOCKS TO BE TRANSFERRED

Building Name:

Building Address:

City:

State:

Building No.:

QUANTITY

DESCRIPTION/ITEM

SERIAL NUMBER

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APPENDIX IV FIGURE A ' of ) (page

#### STANDARD LEVEL COST ACCOUNTING STATEMENT Fiscal Year \_\_\_\_

Building Name: Building Address: Building No.:

TOTAL SUPPLIES AND CONTRACTS YTD ALL OTHER MATERIALS FUNCTION OC: all OC: all others oc  $\overline{11,12},13$ OC 25 OC 26

#### **Buildings Management**

AlO: Cleaning A30: Utilities

A40: Mechanical O&M

A99: All Other Bldgs. Mgmt

SUBTOTAL

#### B. Protection

B10: Security protection

SUBTOTAL

#### C. Repair and Alteration

N10: Recurring Repairs (\$10,000 to \$50,000 excluding tenant alterations and cyclic painting)

-29-

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APPENDIX IV FIGURE A (PAGE OF

TOTAL SUPPLIES AND YTD CONTRACTS, MATERIALS ALL OTHER LABOR OC:all others oc: all FUNCTION OC 26 OC 25 oc 11, 12, 13

#### Repair and Alteration (Cont'd) c.

Recurring Repairs N20: (\$50,000 and greater excluding tenant alterations and cyclic painting)

N60: Cyclic Painting

SUBTOTAL

#### Administration D.

900: Administrative Support

SUBTOTAL

#### TOTAL

I certify that the statement above represents all the standard level costs incurred under the Delegation of Authority to operate the subject building, and that the accounting is in conformance with the accounting principles established by the Comptroller General, OMB, and the Economy Act of 1932, as amended ("Anti-Deficiency Act").

Signed	
Title:	Date:

APPENDIX IV FIGURE B (page 1 of 2)

# COST ACCOUNTING FUNCTION CODES (STANDARD LEVEL)

# Function Code

## Title and Definition

## A. Buildings Mangement:

Cost of labor, contracts, supplies and materials, and all other costs incurred in the operation and maintenance of buildings.

- Cleaning. Cost of all interior and exterior building cleaning, including incinerator operation, trash separation, associated with saleable wastepaper and other products, and removal from the building. This includes all labor, supplies and equipment, and contractual services.
- Utilities and Fuels. Cost of all utility services and fuels to maintain proper environmental conditions including gas, water and sewage, electricity, steam, coal, oil, and chilled water.
- Mechanical Operations and Maintenance. Cost of labor, supervision, supplies, materials, and contractual services for:
  - 1. Electrical system operation and maintenance, including clocks, intercommunication systems, relamping, and cleaning light fixtures.
  - 2. Heating, air conditioning, and ventilating systems operations and maintenance, including boilers, refrigeration compressors, air handlers, etc.
  - 3. Plumbing and sewerage systems operation and maintenance, and central drinking water cooling systems.
  - 4. Elevator, escalator and dumbwaiter maintenance. NOTE: Cleaning of elevator cars and escalators will be charged to the AlO function; manual operations of elevators will be charged to the A99 function.
  - 5. Fire protection systems maintenance, such as fire alarm and sprinkler systems, fire extinguishers, etc..
  - 6. Incidental repairs. Cost of labor, supervision, supplies, materials, and contractual services for all maintenance, repairs, replacements, modifications, and restorations whose estimated cost is less than \$10,000, not already included in the tour, watch, preventive maintenance, and service call programs.

APPENDIX IV FIGURE B (page 2 of 2)

A11 Other Buildings Management. Includes all other building operation and maintenance costs not applicable to the categories above.

# B. Protection

Cost of labor, contracts, supplies and materials, and all other costs incurred in providing for the physical security of persons and property as well as those costs associated with security alarm system maintenance when not performed by GSA on a reimbursable basis.

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Security protection. All costs incurred in providing protection to buildings through Government or contract personnel, including clearances and crime prevention activities; and all operations and maintenance costs incurred in providing electrical and mechanical security alarm systems and devices when not performed by GSA.

# C. Repair and Alteration

- N10 Recurring Repairs
   (excluding cyclic painting)
- N20 Rucurring Repairs
  (\$50,000 and greater excluding tenant alterations and cyclic painting)
- N60 Cyclic Painting

The definitions of the Repair and Alteration functions are covered in paragraph 5.D of this delegation.

# D. Administration

Administrative Support. Cost of all labor, contracts supplies and materials, and all other costs incurred in providing for the management administration of this delegation.

APPENDIX V FIGURE A (page of )

Building Name: Building Address: Building No.:

All available architectural, structural, mechanical, and electrical drawings and/or schematics for the delegated building(s) and its operating systems will be listed here.

APPENDIX VI FIGURE A (page of )

### INTERAGENCY UTILITIES RESPONSIBILITIES

 The following delegated building(s) receives steam from a GSA central plant or another GSA-operated or -delegated facility:

Building Name:
Building Address:
Building No.:
Steam Rate (in \$) per 1,000 lbs:
[list additional buildings]

2. The following delegated building(s) supplies steam to another GSA-operated or -delegated facility:

Building Name:
Building Address:
Building No.:
Steam Rate (in \$) per 1,000 lbs:
[list additional buildings]

3. The following delegated building(s) receives chilled water from a GSA central plant or another GSA-operated or -delegated facility:

Building Name:
Building Address:
Building No.:
[list additional buildings]

4. The following delegated building(s) supplies chilled water to another GSA-operated or -delegated facility:\*

Building Name:
Building Address:
Building No.:
[list additional buildings]

\*The formula in Appendix VI, Figure B, will be used for determining the chilled water costs.

APPENDIX VI FIGURE B (page of )

### FORMULA FOR DETERMINING CHILLED WATER COSTS

TOTAL	BTU'S +	12,000	O = TC	TAL	TONS		
TOTAL	TONS x	1.2* x	COST	PER	KWH**	=	\$

<sup>\*</sup> This constant factor converts tons into KWH.

<sup>\*\*</sup>Important: Cost/KWH, including demand and fuel adjustment charges for each quarter, will be computed by the supplying agency by dividing the total electrical dollar cost during each quarter in question for the previous year by the total KWH (energy total) for the same time frame, and multiplying by an estimated inflation factor to be determined annually by GSA.

APPENDIX VI FIGURE C (page of )

### BUILDINGS WITH A LOAD CURTAILMENT PLAN

Building No. Building Name Building Address City State Utility Co.

LOAD CURTAILMENT PLANS WILL BE PROVIDED SEPARATELY

## EXAMPLES OF AGENCY RECURRING REPAIRS AND ALTERATIONS RESPONSIBILITIES UNDER THE DELEGATION

- 1. Scheduled interior and exterior painting.
- Recurring caulking, cleaning, painting, and repair of exterior architectural building finish systems, including openings.
- 3. Corrective actions that must be undertaken to repair defective mechanical, plumbing, electrical, firesafety, and elevator/ escalator system components and individual pieces of equipment. The replacement of a major piece of equipment such as a chiller, electrical substation, etc. is not considered recurring in nature.
- 4. Waterproofing, replacement, or repairs to roofing, plazas, parking decks, which do not require structural alterations. The complete replacement of a structural roof is not considered recurring in nature.
- 5. Recurring cleaning, refinishing, repairs, and restorations to architectural metals.
- 6. Recurring repairs to exterior sitework including paving, bridges, approaches, striping, signage, drainage systems, fences, barriers, landscaping, lawn sprinklers, and loading docks.
- 7. Recurring repairs or replacement of interior architectural finish systems, such as repair of damaged finished walls, repair/replacement of damaged or deteriorated floor finishes such as carpet, floor tile, etc.
- 8. Incidental, day-to-day tenant alterations, such as the relocation of partitions, electrical or telephone outlets, doors, etc., compatible with and not adversely affecting the building structure, mechanical, electrical, fire, and lifesafety systems. Funds are not provided by GSA to the Agency in the recurring repair funds transfer for this activity.

APPENDIX VII FIGURE A (page 2 of 2)

# EXAMPLES OF GSA NON-RECURRING REPAIRS AND ALTERATIONS RESPONSIBILITIES UNDER THE DELEGATION

Definition: Any improvement to a building structure, its grounds, equipment and/or one or more of its systems which:

- (a) Materially prolongs the useful life of the building by replacement, upgrading or installation of a new building system(s) and/or
- (b) Significantly extends, enlarges, or enhances the building structure.

#### Examples:

- Replacement of major equipment such as chiller, electrical substation.
- 2. Conversion of elevator from manual to automatic.
- Air-conditioning (central) a building that previously was not airconditioned.
- 4. Constructing an extension to existing building.
- 5. Replacement of building structural roof.
- 6. Installation, replacement, or upgrading of fire and lifesafety systems, i.e; sprinklers, alarms, generators, unless it is incidental to accomplishing recurring repairs or agency space alterations.
- 7. Replacement or retrofill of PCB transformers.
- 8. Removal of asbestos fireproofing or pipe lagging unless it is incidental to accomplishing recurring repairs or agency space alterations.

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APPENDIX VII FIGURE B (page of )

### PORESEEABLE NON-RECURRING REPAIRS

- 1. Building Name and Address:
- 2. Building No .:
- 3. Project Title:
- 4. Description and Location of Work:
- 5. Total Estimated Cost:

APPENDIX VII FIGURE C (page of )

### RECURRING REPAIRS OR TENANT ALTERATIONS UNDER CONSTRUCTION

Building Name: Building Address: Building No.:

Project Description

Current Status

Estimated Completion Date

Estimated Cost

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FIGURE D (page of )

### RECURRING REPAIRS IN DESIGN STATUS

Building Name: Building Address: Building No.:

Project Current Estimated Estimated Estimated
Description Status Completion Date Design Cost Construction Cost

<sup>\*</sup>INDICATES PROJECTS INCLUDED IN GSA APPROPRIATIONS WHICH WILL BE COMPLETED BY GSA

APPENDIX VII FIGURE E (page of )

### SURVEYS AND STUDIES IN PROGRESS TO BE COMPLETED BY GSA

Building Name: Building Address: Building No.:

Project Description Current Status Estimated Completion Date

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APPENDIX VII FIGURE F (page of )

RECURRING REPAIRS IDENTIFIED AND TO BE TRANSFERRED TO THE AGENCY

Building Name: Building Address: Building No.:

Project

Estimated Cost

Remarks

APPENDIX VII FIGURE G (page of )

# PROPERTIES EITHER ON, ELIGIBLE, OR POTENTIALLY ELIGIBLE FOR THE NATIONAL REGISTER OF HISTORIC PLACES AND HISTORIC DISTRICTS

Date
Building No. Building Name Building Address City State Constructed

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APPENDIX VII

FIGURE H

### FINE ARTWORKS IN FEDERAL BUILDINGS

Building Name: Building Address: Building No.:

Name of Artwork Artist Year Size Location Medium

APPENDIX VIII FIGURE A (PAGE OF )

SECURITY SYSTEMS INSTALLED IN THE DELEGATED BUILDING(S)

Building Name: Building Address: Building No.:

Type of System Location of Device(s) Location of Monitoring Station

COPIES OF ANY AVAILABLE SCHEMATICS, RECORDS, AND PREVENTIVE MAINTENANCE DOCUMENTS WILL BE PROVIDED SEPARATELY.

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APPENDIX VIII FIGURE D (PAGE OF )

REMEDIAL ACTIONS RESULTING FROM FIRE AND LIFE SAFETY INSPECTION REPORT

uilding Name: uilding Address: uilding No.:

PROVIDED SEPARATELY

emedial\_\_ ction equired

Responsible Agency

Status

Current Required/Estimated Estimated Completion Date

Cost

A COPY OF THE REFERENCED FIRE AND LIFE SAFETY INSPECTION REPORT WILL BE

APPENDIX VIII FIGURE E

## LOCATION OF EQUIPMENT CONTAINING PCBs WITHIN THE DELEGATED BUILDING(S)

Building Name:
Building Location:
Building Number:
Location of Equipment:

APPENDIX VIII FIGURE F

## LOCATIONS WITH IDENTIFIED ASBESTOS WITHIN THE DELEGATED BUILDING(S)

Building Name: Building Address: Building No:

Location of Asbestos

Form of Asbestos Materials

•

### CONTRACT GUARD SUITABILITY REQUIREMENTS

- A, Prerequisites: Applicants for the position of contract guard should meet at a minimum the following requirements:
  - 1. Be a United States Citizen.
  - Be twenty-one (21) years of age (age requirements may be waived for veterans of military service and for active duty military personnel).
  - 3. Pass appropriate written examinations (i.e. national certification and firearms qualification testing).
  - 4. Pass a suitability determination clearance (i.e. background investigation including check of criminal record).
  - 5. Meet required physical standards and pass a physical examination.
  - 6. Possess a high school education or equivalency certificate.
  - 7. Have two (2) years of related work experience (any type of military service which may be credited toward meeting the requirements) or two (2) years of education at a residence school above high school or any combination of education and experience totaling two (2) years.

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APPENDIX IX (Page of

GSA

Contracting

### CONTRACTS EXTANT IN THE DELEGATED BUILDING

Building Name: Building Address: Building No.:

Officer Current Name Dates of Annual Contractor Address Contract Expiration Renewal Effective Name and Type of Telephone Option(s) Cost Date Date Contract No. Address Contract

A FACT SHEET ON UNRESOLVED CONTRACT DISPUTES OR APPEALS WILL BE PROVIDED SEPARATELY. COPIES OF ALL CONTRACTS WILL BE PROVIDED SEPARATELY.

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APPENDIX X (PAGE OF )

### OTHER ASSIGNMENTS IN THE DELEGATED BUILDINGS

Building Name:
Building Address:
Building No::

Tenant

Location(s)

Occupiable Sq. Footage

COPIES OF OUTLEASES WILL BE PROVIDED SEPARATELY

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applicable.

APPENDIX XI Pg. 1 of 21

## BUILDING DELEGATION EVALUATION GUIDELINES OPERATIONS AND MAINTENANCE

1.	PER	FORMANCE GOALS	Reference	
	λ.	The building, equipment and systems are operated and maintained in a manner that will provide for the orderly operations of the Government and ensure preservation of the Government's assets.	5.B.(1),(2)	
-	В.	An approved preventive maintenance program has been established for all building systems and operating equipment.	5.B.(2)	
	c.	Preventive maintenance is being accomplished in accordance with the approved program and documentation of the program is being maintained.	4.D.(2)	
	D.	Provisions of the Federal Property Management Regulations and Executive		

Orders are being complied with, as

### II. PROGRAM DOCUMENTATION

APPENDIX XI Pg. 2 of 21

5.B.(2)

- A. Inventory of all building components, equipment, and systems.
- B. Copy of approved preventive maintenance program.
- Building operating plan reflecting operating procedures, hours of operation, contingency plans, and the like.
- D. Record of preventive maintenance scheduled and accomplished.
- E. Description of repairs or replacement to major building components, equipment, or systems.
- F. Inspection certificates and test results for boilers, unfired pressure vessels, and elevators.
- G. Service call records.

• . .

APPENDIX XI Pg. 3 of 21

#### Delegation Reference

- H. Water sample analysis reports for refrigeration equipment and boilers.
- 5.B.(2)

 Copy of all current maintenance contracts.

### III. EVALUATION GUIDELINES

A. Agency has submitted proposed PM program to GSA for approval within 120 days after delegation.

5.B.(2)

B. When applicable, Agency has established and implemented a plan to manage and administer contracts. 5.G.(1)(2), and (6)

C. An inspection program has been established, implemented, and documented to ensure that PM is accomplished in accordance with the approved PM program.

5.B.(2)

- D. A service call procedure has been established and implemented to ensure timely response and corrective action to occupant complaints.
- E. Condition of building components, equipment, and systems reflects proper maintenance, repair, and operation.
- F. The Agency is providing full service and support to other GSA-assigned occupants of the building.

2

G. Occupants are satisfied with building operating service.

2

APPENDIX XI Pg. 4 of 21

### BUILDING DELEGATION EVALUATION GUIDELINES ENERGY MANAGEMENT

I. PER	FORMANCE GOALS	Delegation Reference
A.	Building equipment and systems are operated in an energy efficient and economical manner.	5.C.(1)
В.	A building energy management and conservation program has been developed and implemented.	5.C.1
c.	Appropriate documentation of the energy management and conservation program has been developed and implemented.	4.D.(2)
D.	Provisions of the Federal Property Management Regulations, Executive Orders and the National Energy Acts are being complied with, as applicable.	2.
II. P	ROGRAM DOCUMENTATION	
Α.	- and conservation	2.
В.	All utility and fuel bills including natural gas, coal, steam, chilled water, oil, electricity, water and sewage.	5.C.(2)
c.	Utility meter readings, including chilled water, on a monthly basis.	5.C.(2) and (4)
D.	nian for start-up	5.C.(1)

APPENDIX XI Page 5 of 21

#### Delegation Reference

### III. EVALUATION GUIDELINE

A. Agency maintains copies of all utility and fuel bills.

- 5.C.(2)
- B. The implemented building energy
   management and conservation program
   adheres to energy conservation
   policies and procedures contained
   in FPMRs, Executive Orders, and
   the National Energy Act and the
   operating plan, as applicable.
- 5.C.(1)

- C. A procedure for analyzing energy consumption data has been established and implemented to identify energy conservation opportunities.
- 5.C.(1)
- D. Actions have been initiated to take advantage of identified energy conservation opportunities.
- E. Low- and no-cost energy conservation procedures and techniques are practiced.
- F. The agency has and is using an acceptable 5.C.(5) procedure to charge other tenants for overtime utility reimbursements.
- G. Energy consumption in buildings and facilities is being reported to Department of Energy within 45 calendar days after the end of each quarter.
- H. Tenant agencies are receiving acceptable 5.H.(5) environmental services such as heating, cooling, ventilation, and lighting.

APPENDIX XI Pg. 6 of 21

## BUILDING DELEGATION EVALUATION GUIDELINES CLEANING

	ı.	PERFORMANCE GOALS	Delegation Reference
. ••		The building and grounds are cleaned and maintained so as to provide a healthful and attractive environment.	5.A
	в.	A cleaning and grounds maintenance program has been established to ensure scheduled services are provided.	5.A
	c.	Appropriate documentation of the cleaning and grounds maintenance program is maintained.	4.D.(2)
II.	PR	OGRAM DOCUMENTATION	
	Α.	Copy of cleaning and grounds maintenance program, including work schedules.	5.A.
	В.	Inspection reports for cleaning and grounds maintenance.	91
	c.	Copies of all cleaning and grounds maintenance and trash contracts.	5.A; 5.G. (1), (2) and (6).
	D.	Service Call log	5.A

APPENDIX XI Pg. 7 of 21

#### III. EVALUATION

### Delegation Reference

A. The cleaning and grounds maintenance program has been implemented.

5.A.

B. An inspection program has been
established, implemented, and
documented.

C. Condition of the building reflects proper cleaning and grounds maintenance.

5.A. 5.G.(1) (2) and (6)

D. When applicable, the Agency has established and implemented a plan to manage and administer contract(s).

5.H.(5)

- E. The Agency provids full service and support to other GSA-assigned occupants of the building.
- F. Occupants are satisfied with building cleaning and grounds maintenance services.
- G. Service call procedure has been established and implemented to ensure a timely response to occupant compliants.

5.A. 5.G.(1),(2) and 6.

APPENDIX XI Pg. 8 of 21

Delegation

## BUILDING DELEGATION EVALUATION GUIDELINES PROTECTION

I. <u>P</u>	ERFORMANCE GOALS	Reference
<b>A</b>	To provide for the safety, health, and protection of life and property, including personal property in the building and on the grounds.	5.E.(2), (3)
В	A safety, health and protection program has been established and implemented to ensure the protection of life and property from fire, criminal activity and environmental and safety hazards.	5.E.
С	<ul> <li>Appropriate documentation of the fire, safety, health, and protection program is maintained.</li> </ul>	4.D.(2)
D	Provisions of the Federal Property Management Regulations and Executive Orders are being complied with, as appropriate.	
11. <u>P</u>	ROGRAM DOCUMENTATION	
A	. A current and complete Occupant Emergency Plan exists for the building.	4.D.(2)
E	Offense/Incident Reports, GSA Forms 3155 and 53	5.E.(7)
c	. Inventory of security systems.	5.E.(3)
I	Safety, Health, or Fire Protection Survey, GSA Form T-849.	5.E.(7)
	Records of fire, health, and life safety inspections and/or reports, and actions taken on existing and/or potential hazardous conditions.	2. and 5.E.(7)
1	F. Inspection records of guard contract performance, if applicable.	5.E.(5)
•	G. Suitability and certification records of contract guards, as applicable.	5.E.(2)

APPENDIX XI

		Pg. 9 of 21
EV	ALUATION GUIDELINES	Delegation Reference
λ.	When applicable, the Agency has established and implemented a plan to manage and administer guarding, security, and/or fire safety systems and contracts to ensure adherence to specifications, and that specified services are provided.	5.E.
В.	Completed copies of Offense/Incident Reports (GSA Forms 3155) and Fire Incident Reports (GSA Form 53) have been forwarded to GSA in a timely manner.	5.E. (7)
c.	Current GSA Rules and Regulations are posted in a conspicuous place(s) within building.	5.E.
D.	Timely and complete action has been taken to identify and correct fire, health, and lifesafety deficiencies which are the responsibility of the Agency and to notify GSA of those for which GSA is responsible.	5.E.
E	Periodic fire- and/or life-safety systems tests and evacuation drills are conducted.	5.E.(3)
F	Building protection, health, and safety requirements are provided in accordance with pertinent FPMR and GSA fire and safety criteria.	5.E.(8)
G	<ul> <li>Occupants are satisifed with building safety and security services.</li> </ul>	2.

III.

APPENDIX XI Pg. 10 of 21

## BUILDING DELEGATION EVALUATION GUIDELINES REPAIRS AND ALTERATIONS

I. P	ERFORMANCE GOALS	Delegation Reference
A	. The building and its components are maintained in a state of repair that will ensure uninterrupted operations and protect the Government's assets.	5.D.(2)
В	. A repair program has been established to ensure the continuing operational integrity of the building, its equipment and systems, and the protection of the Government's assets.	<b>11</b>
C	Alterations are accomplished in accordance with accepted construction practices and in keeping with the engineering and architectural features of the building, including historic preservation requirements, where applicable.	5.D.(10), (11)
1	Appropriate documentation of repairs and alterations is maintained.	4.D.(2), 5.D.(3)
1	E. Provisions of the Federal Property Management Regulations and Executive Orders are being complied with, as applicable.	2.
II.	PROGRAM DOCUMENTATION	
	A. Project records of all completed recurring repairs and tenant alterations costing \$10,000 or more which identify the description and location of work, fiscal year of implementation, and actual total cost of each project.	5.D.(3)

APPENDIX XI Pg. 11 of 21

## Delegation Reference

- B. Copies of requests for GSA review and approval of recurring repairs and tenant alterations estimated to cost \$50,000 or more or resulting in a change in the classification of space, with supporting data and GSA response.
- 5.D.(4)
- C. As-built drawings of approved projects costing \$50,000 or more or resulting in a change in the classification of space.
- 5.D.(4)(c)
- D. Copies of requests for GSA accomplishment 5.D.(5) of non-recurring repairs, in the required format.
- E. Copies of correspondence with GSA, the state historic preservation office, and the Advisory Council on Historic Preservation regarding review and approval of repair, maintenance, alteration, and restoration work, where applicable.
- 5.D.(10)

- F. Records of scheduled and accomplished cyclical painting.
- 5.D.(1),(2)

### III. EVALUATION GUIDELINES

- A. All necessary recurring repairs are being accomplished or have been programmed for accomplishment.
- 5.D.(2)
- B. Foreseeable non-recurring repairs are reported to GSA in a timely manner as they are identified, and a prioritized listing of required non-recurring repairs was submitted 18 months prior to the fiscal year in which the work is requested.
- 5.D.(5)

APPENDIX XI Pg. 12 of 21

- 5.D.(4)(a), C. Requests for project review and approval 5.D.(5) and reports of foreseeable non-recurring repairs were accompanied by required supporting data adequately describing
  - the scope of each project. 5.D.(10)
- D. All Agency tenant alterations maintain the existing building character and use, and match the existing in quality, finish, style, and workmanship.
  - E. The Agency is providing full service 5.H.(5) and support to other GSA-assigned occupants of the building.
  - 5.D.(1),(2) F. Required cyclical painting is being accomplished and records of areas painted are kept current.
  - 5.D.(4), G. All recurring repairs and tenant alterations accomplished by the 5.D.(10) agency conform to FPMR and GSA Firesafety, Health, Lifesafety and Handicapped accessibility provisions and, as applicable, Historic Preservation requirements.

## BUILDING DELEGATION EVALUATION GUIDELINES RESOURCE MANAGEMENT

ı.	PERFORMANCE GOALS	Delegation Reference
_	A. To operate, maintain and repair the building in a cost efficient manner.	4.A. (1)
	B. To establish and maintain an accrual cost accounting system which is accurate, timely, and provides required cost data to monitor all expenditures by object class and function.	<b>4.C.</b>
	C. To provide and maintain all required financial records and reports in accordance with the specific provisions of the applicable delegation agreement.	<b>4.D.(2)</b>
II.	PROGRAM DOCUMENTATION	
	A. Copies of all annual accounting statements transmitted to GSA, in the required formats. Annual cost accounting statements are certified as complete and accurate by an appropriate agency financial officer.	<b>4.</b> C.
	B. Source documents, relevant to the accounting data, are consistent with summary data presented on annual cost accounting.	91
•	C. Documentation related to performance of reimbursable services for other tenant agencies is complete. Charges	4.D.(2) 5.H.(5)
	actual costs incurred by the Agency.	\$6 D

APPENDIX XI Pg. 14 of 21

### III. EVALUATION GUIDELINES

#### Delegated Reference

- A. Certified financial reports are valid and accurately display all costs by labor, supplies/materials, and contracts for each functional area (i.e., repairs and alterations, cleaning, mechanical, utilities, protection, administrative support, and the like).
- 4.C.

- B. A specific accounting classification has been established to record all costs related solely to the operation of the building.
- 4.D.(2)

- C. The Agency's operating costs and repairs and alterations costs, are reasonable.
- 2.
- D. The Agency is performing periodic cost analyses, including year-end projections, and taking appropriate actions based upon the results of the analyses.
- 4.D.(2)
- E. Financial records are maintained and retired in accordance with NARA or the Comptroller General regulations, as appropriate.
- 2.
- F. The accounting and reporting systems contain adequate data to enable the Agency to monitor resources and to operate the building effectively.
- 4.C. 5.H.(5)
- G. Cost of reimbursable services charged to other tenant agencies are reasonable and accurately reflect actual costs incurred by the Agency in performing the requested services.

APPENDIX XI Pg. 15 of 21

### BUILDING DELEGATION EVALUATION GUIDELINES CONTRACT MANAGEMENT

ı. !	PERFORMANCE GOALS	Delegation Reference
	All contracts are procured by free and open competition to the maximum extent practicable.	5.G.
	accomplished in accordance with applicable Federal Acquisition Regulations (FARs), General Services Acquisition Regulation Regulations (GSARs), and/or agency procurement regulations, as appropriate.	5.G.(8)
	C. A fair portion of acquisitions, as approved by the Small Business Administration, are set-aside under Section 8(a) of the Small Business Act for small disadvantaged minority concerns.	5.G.
	D. A contract administration program has been developed and implemented.	5.G.(1), (2), (6)
	E. Appropriate documentation of all contracting activities is maintained.	4.D.(2)
II.	PROGRAM DOCUMENTATION	
•	A. Contract files include all required documentation relevant to the pre-award phase, post award phase and contract administration phase. Such documentation shall include, but shall not be limited to, acquisition plans. Department of Labor Wage Determinations, source lists, synopsis of solicitations, justifications for negotiations, determinations of responsiveness and responsibility, cost and/or pricing	4.D.(2), 5.G.(8)

analyses, contract award documents, contract modifications, and contract terminations and contract closeouts.

APPENDIX XI Pg. 16 of 21

Delegation Reference

5.G.(8)

B. Procurement assignment logs, and library of applicable procurement regulations.

### III :- EVALUATION GUIDELINES

A. Contracts will be reviewed and/or evaluated only on an exception basis where problems are indicated as a result of other program reviews.

APPENDIX XI Pg. 17 of 21

## BUILDING DELEGATION EVALUATION GUIDELINES SPACE ASSIGNMENT AND UTILIZATION

ı.	PE	RFORMANCE GOALS	Delegation Reference
· .•	-ÿ·	A space assignment and utilization program has been established to ensure the effective management of space.	5.H.
	в.	Appropriate documentation of space assignment and utilization is maintained.	4.D.(2)
	c.	Provisions of the Federal Property Management Regulations and Executive Orders are being complied with, as appropriate.	2.
II.	PR	OGRAM DOCUMENTATION	•
	Α.	Copy of current assignment plans showing block assignments and space classification for each Agency component having separate agency/bureau code for SLUC purposes.	5.H.(1)
	В	Copies of all correspondence to GSA (including assignment drawings) regarding changes which would affect SLUC billing.	5.H.(3)
III.	<u>E\</u>	ALUATION GUIDELINES	
•	λ.	Space utilization inspection program has been established, implemented, and documented to ensure that space is properly utilized and that reductions in space assignments are accomplished in accordance with Agency space reduction plan.	5.H.(1)
	. <b>B</b>	. Notification and/or approval require- ments in the delegation are being followed.	5.H.(3)

APPENDIX XI Pg. 18 of 21

## BUILDING DELEGATION EVALUATION GUIDELINES CONCESSIONS

ī.	PERFORMANCE GOALS	Delegation Reference
	A. Concessions contracts are being administered in accordance with instructions provided by the Contracting Officer.	5.F.(3)
II.	PROGRAM DOCUMENTATION	
•••	A. Inventory of all concessions equipment and furnishings.	5.F.(5)
	B. Copy of approved preventive maintenance program.	5.F.(5)
	C. Concessions equipment repair records.	5.F.(5)
	D. Copies of FDA sanitation code, inspection reports, and correspondence.	5.F.(4)
	E. Concessions contracts and Randolph- Sheppard permits.	5.F.(4)
	F. Physical condition of facilities (GSA Form 1782).	5.F.(5)

APPENDIX XI Pg. 19 of 21

### III. EVALUATION GUIDELINES

provided.

## Delegation Reference

- A. Condition of concessions equipment and systems reflects proper maintenance, repair, and operation.
- 5.F.(5)
- B. When applicable, Agency has established and implemented a plan for the
  Contracting Officers' Representative (COR) to manage and administer concessions contracts and permits to ensure adherence to specifications, and that specified services are
- 5.F.(3)

- C. An inspection program has been established, implemented, and documented to ensure that PM is accomplished in accordance with the approved PM program.
- 5.F.(4)
- D. Effective procedures have been implemented to ensure the timely correction of deficiencies recorded in sanitation inspections.
- E. Food service operations are consistent with energy conservation and fire and lifesafety guidelines.

APPENDIX XI Pg. 20 of 21

## BUILDING DELEGATION EVALUATION GUIDELINES LEASE MANAGEMENT (LEASED BUILDINGS ONLY)

ı.	PERF	ORMANCE GOALS	Delegation Reference	
. · <b>-</b>	A.	A lease management program has been established to ensure the provision of services required in the lease.	5.1.	
	в.	Appropriate documentation of the lease management program is maintained.	4.D.(2)	
	c.	Provisions of the Federal Property Management Regulations and Executive Orders are being complied with, as applicable.	2.	
II. PROGRAM DOCUMENTATION				
	Α.	Copy of the current lease, including all amendments.	5.1.(1)	
	в.	Copy of current, approved unit price agreement, if applicable.	5.I.(8).(b),(c)	
	c.	Copies of outleases, if applicable.	5.H.(5)	
	D.	Reports of inspections conducted to ensure compliance with lease performance standards concerning heating, ventilation, air conditioning, lighting, elevators, maintenance, security, janitorial services, and the like.	5.1.(1)	
	E.	Record of all complaints and their resolution relative to lessor's compliance with lease terms.	5.1.(1),(5)	
	F.		5.1.(1)	
	G.	Copies of all correspondence with GSA concerning administration of the lease.	5.1.(5)	
	н.	and magards are current	5.1.(14)	

Pg. 21 of 21

Delegation Reference

### III. EVALUATION CRITERIA

. .

5.H.(4), 5.I.(4),(5)

- A. Agency is aware of responsibilities and limitations regarding lease management and has taken no leasing actions which are not authorized by the delegatin (i.e., out leasing, redelegation of lease management, rental payments, rental deductions, modification to lease agreement, new lease agreements, and the like).
- B. Agency has established and implemented a plan to management and administer the lease to ensure adherence to specifications and to ensure that specified services are provided.
  - Persistent deficiencies in lessor 5.H.(3)
    have been reported to GSA with
    supporting documentation.
- D. The Agency is providing full service and support to other GSA-assigned occupants of the building.
- E. Occupants are satisfied with the building condition and with services provided by the lessor.
- F. All alterations accomplished in accordance with Economy Act requirements.

5.H.(1)

5.H.(5)

2.

5.1.(14)

#### **FACTSHEET**

#### Reporting Requirements

Probably one of the more significant changes is in the area of reporting requirements. Reports will now be submitted on an annual rather than quarterly basis.

#### Concessions

The responsibilities to be delegated to agencies under the concessions program have been expanded. Under the revised agreement, the responsibilities associated with serving as Contracting Officer's Representative are to be delegated.

#### Protection/Fire and Safety

The responsibility for suitability determinations, security clearances, crime prevention assessments, and crime prevention awareness presentations will be delegated. Responsibility for physical security surveys will not be delegated. We have developed an additional appendix (see Appendix VIII, Figure G) which provides minimum suitability requirements for contract guards. In addition, Appendix VIII, Figures E and F will provide information relating to PCBs and asbestos in delegated buildings.

#### Repairs and Alterations

Further clarification has been provided to ensure the responsibilities relating to funding for tenant alterations are made explicit. Language has also been added that requires GSA approval if any fire safety related systems will be affected by repairs or space alterations being performed.

In addition, the formula for calculation of the transfer amount for recurring repairs has been changed. The new formula is based on \$.30 per Gross Square Foot of the building to be delegated.

#### Assignment and Utilization

Space assignments to tenants other than the delegated agency will remain the responsibility of GSA; GSA reserves the right to survey and recapture underutilized space for reassignment or other appropriate action.

#### Fine Arts Program

A section has been added for the Fine Arts Program. Basically, GSA will retain responsibility for conservation of artworks in delegated buildings. Agencies will serve as guardian of the property and be responsible for reporting any loss or damage to GSA.

-2-

#### Evaluation Guidelines

Many unnecessary evaluation requirements for nearly all sections have been deleted. An evaluation guideline has also been included for the concessions program.