**Contract No.:**

**Previous Contract No. (if applicable):**

**City:**

**State:**

**Facility type:**

**I.** **Project Objective:** *Provide purpose of the task assignment*

**II. Project Data:**

1. Background Information: *Describe existing land site/easements, space square footage, location, current rental rate, lease expiration date, and other considerations (i.e. non-standard clauses).*

*Also include any specific siting requirements provided by the LOB for the type of facility (i.e. The CWO must have access to the runway and a clear view of the airport sky. The facility requires unobstructed view at least one-half of each quadrant (N.S.E.W) of the natural horizon and runway complex, with a walking time to and from the point of observation not to exceed 5 minutes to and 5 minutes back.)*

*Or if covered in the Procurement Plan, reference that here.*

Lessor/POC: *Contact information for the property owner and include designated participants (i.e. airport manager or property manager).*

1. Current Lessor Past Performance: *Describe any previous performance issues noted within the contract file if applicable.*
2. Description of Requirement/Statement of Need: *Describe how the Requirement is validated for the succeeding or new lease (Continuing Need Statement, Requisition, Business Case, new land survey, or other). NOTE: If square footage exceeds FAA Space Order requirements, explain rational basis and management concurrence.*

*Or if covered in the Procurement Plan, reference that here.*

1. Environmental Considerations: *Reference type of environmental documentation with date requested/received and any follow-up action date. (Environmental Due Diligence Exception Form or Environmental Screening Checklist in accordance with FAA Order 1050.19C).*
2. Funding: *Identify method and date of funding request/approval (RPFMT, PR, or No Cost). Or if covered in the Procurement Plan, reference that here.*
3. Legal Review: *Is Legal Review required, and why (single source procurement exceeding $10,000.00; competitive procurement exceeding $100,000.00; changes to standard clause language)? If so, provide the attorney’s name and date of legal concurrence.*

**III. Procurement Method:**

1. Authority: This real property is being acquired under the authority of 49 U.S.C. 106(l)(6).
2. Single Source: *Provide explanation of why competition is not used in the acquisition (i.e. use example for succeeding land/unmanned space or reference the Single Source Justification form).*

Example: The facility is necessary for continuity of operations of existing mission-critical unmanned NAS support equipment. It cannot be relocated without significantly disrupting the NAS and/or subjecting the FAA to significant costs and unnecessary risk to critical operations. A single source procurement method for a succeeding lease for NAS support equipment is appropriate and deemed to best serve the interests of the FAA.

OR

Competition: *If property is acquired through competition (two or more sources were allowed to compete), provide detailed explanation of the competitive procurement.*

Examples: The space was secured through competitive procedure. The RECO contacted two brokers in the local area to obtain current data on potential suitable space available; see summary under Market Analysis. Alternate - A Solicitation of Interest (SOI) was published on beta.SAM and a Solicitation for Offers (SFO) was sent to two interested parties.

*Or if covered in the Procurement Plan, reference that here.*

**IV. Determination of Fair and Reasonable Price**: *Provide a summary of method(s) applied and data compiled on how rental range was determined as fair and reasonable (Market Research/Survey, Market Evaluation Data, Market Analysis and Real Time Analysis (MARTA), Formal Appraisal etc.) If initial Market Research was provided by the Program Office as part of the Planning Phase, describe how that data was used in the acquisition and your own analysis and conclusions of the data.*

Examples: Market research shows market land values are $2,500 to $5,179 per acre, using AcreValue software program. The established market rental range is $1,260 to $2,988 with applied 7% Rate of Return. Market research shows comparable space rents for $22 - $24 per rentable square foot, fully serviced. The brokers contacted were Coldwell Banker, John Doe (319) 888-0989, and Jane Sunshine (998) 555-8793.

**V. Contract Vehicle:** *Describe which contract vehicle was selected and what criteria were used to make that decision.*

Example: The requirements indicate that the facility requires a 1000 ft clear zone. The site for the facility itself is Government Owned so the only real estate rights required are for the air rights. The Restrictive Aerial Easement was selected as the most appropriate contract for this acquisition.

**VI. Negotiation Narrative**: *Provide a summary of the negotiations to include rental amount, term, and other considerations (joint use of access road, etc.) Summary is to include the following:*

*\*Describe the initial offer, counter-offers, and final agreement between parties.*

*\*Justify the rationale for use of a firm term clause, indefinite Holdover clause, etc.*

**VII. Offer Evaluation:** *This section is required only if negotiations occur with more than one offeror in a competitive procurement. If it is a single source acquisition or fixed by function or site specific, this section is not required and shown as “N/A.”*

*\*Summary of each offer (may attach any worksheet used to compare offers)*

*\*Final negotiated rental rate and identify utilities/services to be furnished by Lessor*

*\*Any adjustments for purposes of evaluation (build-out allocation, anticipated operating cost escalations, etc.)*

**VIII. Conclusion**: *This is a summary of how the foregoing information meets the project objective stated in Section I. Should also explain how/why the real property meets the requirements of the FAA and that it is the recommendation of the RECO to enter into the agreement in the best interest of the Government.*

Example: The land/space meets the minimum requirements of the Government and, it is my determination as the Real Estate Contracting Officer that it is in the best interest of the Government to enter into Lease No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at $\_\_\_\_\_\_\_ per annum for a \_\_\_-year term.

Prepared by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<Name> Date

Real Estate Contracting Officer