**INSTRUCTIONS FOR USING THE NEGOTIATOR REPORT TEMPLATE**

**This template is designed to guide you through drafting an Award Decision Document (aka “Negotiator Report”) for a Real Estate Contracting Action**. This document contains the written justification and rationale for basis of award and the determination that the proposed contract price is fair and reasonable.  Portions of this document may be covered elsewhere within the contract file (Procurement Plan, Market Analysis, etc.). In that case, you may simply reference the other document within your summary.

All instructions for creating this document are typed in blue hidden text. You should create the document with the hidden text showing, and then turn it off when printing the finished document.

The following formatting elements are found within this template:

BLUE HIDDEN TEXT- Provides instructions and writing prompts for properly completing the section.

RED TEXT- Indicates a fill in for your action

**How to turn Hidden Text on:**

Click on the File Tab

Click on Options

Click on Display

Under “Always show these formatting marks on the screen”- make sure the box for “Hidden Text” is checked.

Click OK.

**PLEASE DELETE THESE INSTRUCTIONS PRIOR TO COMPLETING THE TEMPLATE.**

**NEGOTIATOR REPORT**

**FOR REAL PROPERTY CONTRACTING ACTIONS**

**Facility/Location:** <(ATID) FACILITY, City, State>

**Contract Number:** <XXXXX-XX-X-XXXXX>

**Previous Contract No. (if applicable- for succeeding actions):** <XXXXX-XX-X-XXXXX>

**Contracting Officer:** <Insert CO Name>

**I.** **Project Objective:** *Describe the 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 in the award (i.e. airport manager or property manager).*
* **Current Lessor Past Performance:** *Describe any previous performance issues noted within the contract file if applicable.*  *Or if covered in the Procurement Plan, reference that here.*

1. **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.*
2. **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).*
3. **Funding:** *Identify method and date of funding request/approval (RPFMT, PR, or No Cost).Describe the type and availability of funding, expiration of funds, and any statutory limits, $0.00 PR, etc. Or if covered in the Procurement Plan, reference that here.*
4. **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. See AMS T1.15 for Legal Coordination Guidance.*

**III. Procurement Method:**

1. **Authority: This real property is being acquired under the authority of 49 U.S.C. 106(l)(6).**
2. **Basis of Award (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. OR 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. Real Estate Contract:**

1. **Contract Template:** *Describe which contract template was selected and what criteria were used to make that decision.* Example: Off-Airport Land Lease – Privately owned property.  Restrictive Aerial Easement Agreement – Rights within 1000-foot clear zone

1. **Justification for use of specific clauses:** *Use of the following contract clauses requires rational basis:*

* *Firm Term (see T3.8.8 (B)(3))*
* *Liquidated Damages (see T3.2.1(A)(16))*
* *Operating Cost Escalator (see T3.8.8 (B)(5))*
* *Tax Adjustment Clause (see T3.8.8 (B)(5))*
* *Road Maintenance (when provided by Government instead of Contractor)*
* *Government Provided Design Intent Drawings*
* *Any Special Stipulations*

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

**VI. Negotiation Narrative**: *Provide a summary of the negotiations to include rental amount, term, and other considerations (joint use of access road, etc.) Describe the initial offer, counter-offers, and final agreement between parties.*

**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