



# STATE PROPERTIES COMMISSION

270 Washington Street, Suite 2-129, Atlanta, Georgia 30334

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## POLICY

**TITLE:** SPC 09 – Transaction Management: Administrative Space, Solicitation and Selection

**ADOPTED:** May 09, 2013

**REVISED:** December 11, 2018

### 1. Definitions

- (a) State Properties Commission (SPC): The agency responsible for optimizing occupancy of state owned and leased real property. SPC administers the process to support agency program requirements that upholds the highest and best use of the State's portfolio assets.
- (b) Intergovernmental Agreements: Any rental or lease agreement with a City/County or other governmental entity.
- (c) Agency: The State entity that will be the end user of the space. SPC shall be the tenant and assign the space to the State entity.
- (d) Annual Rental Agreement(s): Rental agreements for administrative space which have an initial term up to twelve (12) months.
- (e) Multiyear Rental Agreement(s): Rental agreements for administrative space which have an initial term greater than twelve (12) months, up to a term of twenty (20) years.
- (f) Short Term Agreement(s): Multiyear Rental Agreements having an initial term greater than twelve (12) months, up to a term of five (5) years.
- (g) Long Term Agreement(s): Multiyear Rental Agreements having an initial term greater than five (5) years, up to a term of twenty (20) years.

### 2. Purpose

The purpose of this Administrative Space, Solicitation and Selection Policy ("Policy") is to establish a process for obtaining administrative space that ensures the selection of cost effective, modern, safe, production-oriented work environments that meet the current and future needs of the State and its agencies.

SPC will obtain administrative space in accordance with this Policy and related Standard Operating Procedures (SOP) unless expressly exempted by the provisions of this Policy or by express authorization by the Executive Director or the Board.

No proceeding under this Policy, in SPC's sole discretion, will be voided because of a minor technical failure of compliance.

### 3. Policy Statements

(a) Agreements: SPC, in its sole discretion, may also enter into the following agreements for administrative space the selection of which shall be exempt from this Policy:

i. Emergency Leases: Emergency circumstances exist where normal selection procedures cannot be utilized without detrimental effects upon the operation of SPC or SPC's customers (user agencies). The Commission or the Executive Director may determine an emergency situation.

ii. Intergovernmental Agreements.

(b) Methods of Solicitation and Selection: SPC is not required by law to use a particular solicitation and selection method for administrative space. The nature of real property transactions does not lend itself to the creation of a list of specifications which would allow a formula driven selection process. In accordance with SPC's Standard Operating Procedures, SPC, in its sole and absolute discretion and subject to SPC's authority to act as it determines to be in the best interests of the Agency and State, will use the following methods to solicit and select administrative space.

i. Annual Rental Agreements and Short Term Agreements:

▪ Direct Solicitation and Negotiation: SPC will directly solicit and negotiate with prospective landlords without a formal process to provide administrative space that meets or surpasses SPC and Agency requirements. Provided more than one potential location is available, SPC may compare offers from two or more landlords in order to obtain the most advantageous rental terms. This process may, but does not always, culminate in a contract award.

ii. Long Term Rental Agreements:

▪ Request for Proposals (RFP): SPC will issue a RFP that formally seeks competitive proposals from interested landlords to provide administrative space that meets SPC and Agency requirements. A selection committee will use a combination of objective and subjective criteria to evaluate proposals that offer the most advantageous lease terms. Different weights may be applied to each applicable criterion depending on SPC's and Agency's requirements for the administrative space. SPC shall be bound by the terms of the RFP as well as the established evaluation criteria in the RFP.

- Preliminary Review: SPC staff may conduct a preliminary review of the received proposals to determine which proposals should be submitted, as set forth in the RFP, to the evaluation

committee for review. The preliminary review should eliminate the following proposals: any proposal submitted by a proposer which is currently suspended or debarred by SPC or another governmental entity, and any proposals which are missing required documents, signatures or any other items required by the RFP to be submitted with the proposal.

- Oral Presentations and Site Visits: SPC may conduct site visits and/or request proposers to make oral presentations as permitted by the RFP.
- Best and Final Period: If necessary in the best interest of the Agency and State as determined by SPC, a Best and Final Period may be employed in order to obtain each finalist's best and final offer. These best and final offers may be obtained by the Leasing Specialist through individual meetings and/or negotiations with each finalist. During such negotiations the Leasing Specialist may disclose information about each finalist's proposal to other finalists; provided, however, the Leasing Specialist shall not reveal to any one finalist the building name, owner and broker of another finalist. Each finalist participating in this Best and Final Period shall be responsible for providing any information to the Leasing Specialist that results in submission of what the finalist considers its best and final offer. At the end of the Best and Final Period identified in the RFP, the Leasing Specialist shall present final offers received from each finalist to the selection committee.
- Contract Negotiations: During contract negotiations the Leasing Specialist may continue to seek terms that are in addition to or more favorable to the SPC and the Agency than those terms of the Best and Final proposal submitted by an apparent awardee. If SPC is unable to reach contract terms with an apparent awardee, SPC, pursuant to the RFP, may terminate negotiations with the apparent awardee and enter into negotiations with the next highest ranked proposer, or terminate the RFP process.
- Award: Although contract terms may be reached and an apparent awardee determined by the selection committee, the final contract award is subject to Board approval. After such approval, if any, SPC may enter into a Long Term Agreement with the apparent awardee.

At all times SPC reserves the right to cancel any solicitation or reject any and all proposals submitted in response to any solicitation document, to reject any portion thereof, or to waive any irregularity or administrative requirement.

If SPC desires to continue using administrative space at the expiration or termination of a rental or lease agreement, SPC may attempt to negotiate a new Annual Rental Agreement or Multiyear Rental Agreement with the existing landlord. If an agreement cannot be reached with the existing landlord,

SPC will commence, as applicable, one of the above listed methods to obtain a new agreement for administrative space.

- (c) Public Notice: In general, SPC's need of a Long Term Agreement for administrative space, unless exempted herein, will be posted on SPC's website. SPC is not required to post notice on SPC's website for Annual Rental Agreements or Short Term Agreements. SPC, at its sole discretion, may elect to conduct additional public advertisement through other websites, newspapers, and publications with statewide or local circulation.

Prior to public notice, SPC, in its sole discretion, may conduct market research through consultants, internet searches, publications, calls, or other resources, to determine if administrative space exists that may meet SPC or Agency's needs.

- (d) Offeror Certification, Suspension or Debarment:

- i. Long Term Agreements for administrative space shall be awarded to responsible offerors.
  - Responsibility Generally Presumed. SPC may base its belief that an offeror is responsible from the offeror's signature on the "Certification Form" (where such a form is used) and/or based on an offeror's responses to the requirements of the RFP solicitation. In order for an offeror to be deemed non-responsible, SPC will make an affirmative determination of non-responsibility.
  - Investigations. SPC shall have the right, but not the obligation, to conduct investigations and other forms of due diligence into any offeror's (or potential offeror's) responsibility status at any time and for any reason. Such due diligence may include investigations into one or more of the factors listed herein.
  - Failure to Provide Information. Offeror's failure to sign the Certification Form or provide information specifically requested by SPC may be grounds for a determination of non-responsibility.
  - False certification or Information. False certification or information may be grounds for a non-responsibility determination and/or debarment.
- ii. Causes for Debarment or Suspension: SPC may debar an offeror for any of the causes listed below:
  - Violation of contract provisions of a character which is regarded to be so serious as to justify debarment action.
  - In SPC's opinion, the offeror's actions amount to:
    - A deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a contract;
    - A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts;

- Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affect contract obligations;
  - Conviction under state or federal antitrust statutes arising out of the submission of bids or proposal;
  - Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance in the contract or subcontract;
  - Any other cause so serious and compelling as to affect responsibility as a state contractor, including debarment by another government entity; and
  - Any violations of the provisions of O.C.G.A. § 45-10-20 through O.C.G.A. § 45-10-28 which govern Conflicts of Interest.
- iii. Debarment or Suspension Processes and Procedures: SPC hereby adopts the Georgia State Financing and Investment Commission (GSFIC) processes and procedures for Debarment and Suspension as set forth in the GSFIC Debarment Policy.
- (e) Protests: An Interested Party (as that term is defined in SPC’s Protest Policy) desiring to protest, challenge or otherwise pursue a claim against any aspect of a SPC solicitation and selection of administrative space process must comply with SPC’s Protest Policy.
- (f) Miscellaneous:
- i. Compliance with Federal Requirements: Where the solicitation and selection of administrative space involves the expenditure of federal funds, SPC shall comply with federal law and authorized regulations which apply to the expenditure.
  - ii. Sealed Bids/Proposals: All information and documentation related to SPC’s solicitation and selection of administrative space, including proposals received, are deemed by SPC to be sealed bids and/or proposals. Although such information and documentation may be open for public inspection in accordance with O.C.G.A. § 50-16-36, such inspection shall be provided in accordance with the Georgia Open Records Act (specifically, O.C.G.A. § 50-18-72(a)(10)) or the Federal Freedom of Information Act, or as otherwise required by law.

#### 4. **Attachments**

- Attachment 1: Standard Operating Procedure for Annual Rental Agreements and Short Term Agreements
- Attachment 2: Standard Operating Procedure for Negotiating Multiyear Rental Agreements with Existing Landlords

- Attachment 3: Standard Operating Procedure for Long Term Agreements (New Locations)
- Attachment 4: Protest Policy

## STANDARD OPERATING PROCEDURES

SPC-Leasing-01	Annual Rental Agreements and Short Term Agreements	Effective: January 1, 2012 Revised: December 11, 2018
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### Definitions

- (a) State Properties Commission (SPC): The agency responsible for optimizing occupancy of state owned and leased real property. SPC administers the process to support agency program requirements that upholds the highest and best use of the State’s portfolio assets.
- (b) Leasing Division (LD): This Division is responsible for the State’s leased administrative space portfolio. Services provided range from locating and procuring new locations, renewing agreements, amending existing agreements and managing the State’s leased inventory in BLLIP.
- (c) Space Management Division (SM): This Division provides State entities professional planning services in meeting their space needs including, but not limited to, determining square footage requirements, preparing schematic floor plans and design intent drawings to guide workspace layout.
- (d) Space Action Form (SAF): This form is the initial starting point for most work projects in SM and LD. It is the formal request completed by a State entity to start the process for locating new administrative space, renew an existing lease, or renegotiate, amend, and/or cancel an existing lease. This detailed form collects information such as the current lease information, the new location (preferred city and county), staffing, and type of space requested and budget restraints.
- (e) Space Utilization Questionnaire (SUQ): The form is completed by the requesting state entity and accompanies the SAF when new space or increased space is requested. This form is used by SM to develop space (square footage) requirements and demands.
- (f) Space Utilization Program (SUP): The resulting report derived from analyzing the data supplied from the SUQ which determines square footage requirements to guide the space layout. The report is sent to the requesting Agency for approval prior to the development of the floor plan.
- (g) Lease Budget Summary (LBS): The LBS is a document which is used by SPC to estimate costs associated with an agency’s request submitted on the Space Action Form. The LBS will enable SPC to provide a more representative estimation of the costs of the request and allow the agency to develop and project a budget for the space request. The estimate of costs in the LBS will include the average market rates for

office and retail square footage for an identified geographic location (city, county or counties), FF&E estimates (workstations, case goods, other equipment), voice/data cabling costs and moving costs. There is also consideration for other capital expenses for security, audio visual and others when relevant to the agency request.

- (h) Agency: The State agency that will be the end user of the space. SPC shall be the tenant and assign the space to the State agency.
- (i) Letter of Intent (LOI): The form document that incorporates the key terms of the lease negotiation that shall be executed by the Agency, Landlord and SPC when applicable.
- (j) Test Fit: A floor plan used to confirm that the stated needs and requirements can be accommodated within a specific space.
- (k) SPC Leasing Specialist: The single point of contact for all communications regarding a specific space need. This may be an SPC employee, agent or broker.
- (l) Annual Rental Agreement(s): Rental agreements for administrative space which have an initial term up to twelve (12) months.
- (m) Multiyear Rental Agreement(s): Rental agreements for administrative space which have an initial term greater than twelve (12) months, up to a term of twenty (20) years.
- (n) Short Term Agreement(s): Multiyear Rental Agreements having an initial term greater than twelve (12) months, up to a term of five (5) years.

## **Purpose**

To provide an administrative space selection process for Annual Rental Agreements and Short Term Agreements which ensures the location and selection of cost effective, modern, safe, production-oriented work environments to meet the current and future needs of the State and its agencies.

## **Procedure**

1. The Agency must complete and transmit the SAF and SUQ to SM.
2. SM generates the SUP and LBS both of which must be approved by the Agency.
3. SM will seek existing State owned space that may fit the needs of the Agency.
4. If no State owned space is available, LD will assign a Leasing Specialist to attempt to locate space.
5. Based on the SUP space need, the Agency requirements and the Georgia State Financing and Investment Commission (GSFIC) limitations on annual total contract value for multiyear leases, and the policy guidance of SPC-08, the Deputy Executive Director will determine if the need is best suited for an Annual Rental Agreement or Short Term Agreement.
6. When the Deputy Executive Director determines an Annual Rental Agreement or a Short Term Agreement will best meet the need of SPC and the Agency, the SPC Leasing Specialist will begin a search of potential sites. To aid the Leasing Specialist in the search he/she may post notices, use online services, communicate with brokers

or landlords, or any other methods in the best interests of SPC and the Agency. However, there is no obligation to post a public notice on SPC's website.

7. Leasing Specialist will gather information about all potential sites, and depending on the number of potential sites, may choose to create a short list of sites.
8. Site visits may be taken by Leasing Specialist, Agency or their representatives at the sole discretion of SPC.
9. The Leasing Specialist may solicit key lease terms from multiple landlords with the goal of determining which site and terms best meet the needs of SPC and the Agency.
10. The Leasing Specialist and the Agency will come to a mutual agreement on the site that best meets the Agency's needs.
11. Once a site is selected, the Leasing Specialist shall determine whether the variance between the SUP and the rentable square footage of the selected site is within the acceptable range as outlined in the SPC Tolerance Table (SPC 03 - Space Management: Space Standards). If it is decided that the variance is outside the range (higher or lower), then the Leasing Specialist will request from the appointing authority of the entity a written justification on agency letterhead acknowledging such exception and detailing the rationale for the same. This written justification shall become a permanent record in the lease file.
12. The SPC Executive Director or his/her designee will have final approval of the site selection if no agreement can be reached between the Leasing Specialist and the Agency.
13. Once the site selection is finalized, the Leasing Specialist will document key lease term negotiations with the landlord using the State's approved Letter of Intent (LOI) form.
14. The LOI shall be substantially completed by the Leasing Specialist before sending to the landlord for review. A signed test fit and a scope of work should be exhibits to the LOI. Key terms must be favorable to SPC and the Agency, and the first year's rental rate must be at or below SPC's average market rate for the applicable city.
15. If there are unique circumstances that justify executing an agreement that is above SPC's average market rate, the Leasing Specialist must present written justification to the Deputy Executive Director for consideration. The Deputy Executive Director's written approval must be obtained prior to finalizing terms of the LOI.
16. The LOI must be executed by the landlord and Agency; however, if the transaction requires approval by the SPC Board in accordance with SPC by-laws, the LOI must also be signed by SPC. Once the LOI has been fully executed, the Leasing Specialist will commence lease document negotiations with the landlord, and shall use the State's approved lease form.
17. Once the transaction is approved by either the Executive Director or the Board in accordance with SPC by-laws, the Annual Rental Agreement or the Short Term Agreement will be executed by the landlord first and then SPC as the tenant.
18. For Annual Rental Agreements, the assignment of the space will be made by SPC though an assignment letter notifying the Agency of the key terms of the lease

agreement. The assignment letter will be accompanied by a copy of the fully executed lease agreement.

19. For Short Term Agreements, the Agency will have to enter into an Intergovernmental Agreement (“IGA”) with SPC. A fully executed copy of the lease agreement shall be an exhibit to the IGA. The IGA will contain language requiring the Agency to acknowledge that the IGA is non-cancellable without the consent of SPC and GSFIC. The IGA will also contain language prohibiting private activity or any non-governmental purpose or any purpose constituting a private activity as defined under the IRS Code. The Agency will also pledge responsibility to maintain sufficient funding to support the rental payments over the term of the agreement.

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## STANDARD OPERATING PROCEDURES

SPC-Leasing-02	Negotiating Multiyear Rental Agreements with Existing Landlords	Effective: May 9, 2013 Revised: December 11, 2018
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### Definitions

- (a) State Properties Commission (SPC): The agency responsible for optimizing occupancy of state owned and leased real property. SPC administers the process to support agency program requirements that upholds the highest and best use of the State’s portfolio assets.
- (b) Leasing Division (LD): This Division is responsible for the State’s leased administrative space portfolio. Services provided range from locating and procuring new locations, renewing agreements, amending existing agreements and managing the State’s leased inventory in BLLIP.
- (c) Space Management Division (SM): This Division provides State entities professional planning services in meeting their space needs including, but not limited to, determining square footage requirements, preparing schematic floor plans and design intent drawings to guide workspace layout.
- (d) Market Survey: A report generated by the Leasing Specialist to aid SPC in understanding the market for space in the desired area. The survey will generally identify availability, location, quality and cost of space in the survey area.
- (e) Agency: The State agency that will be the end user of the space. SPC shall be the tenant and assign the space to the State agency.
- (f) Letter of Intent (LOI): The form document that incorporates the key terms of the lease negotiation that shall be executed by the Agency, Landlord and SPC when applicable.
- (g) SPC Leasing Specialist: The single point of contact for all communications regarding a specific space need. This may be an SPC employee, agent or broker.
- (h) Multiyear Rental Agreements: Rental agreements for administrative space which have an initial term greater than twelve (12) months, up to a term of twenty (20) years
- (i) Short Term Agreements: Rental agreements for administrative space which have an initial term greater than twelve (12) months, up to a term of five (5) years
- (j) Long Term Agreements: Rental agreements for administrative space which have an initial term greater than five (5) years, up to a term of twenty (20) years
- (k) Space Action Form (SAF): This form is the initial starting point for most work projects in SM and LD. It is the formal request completed by a State entity to start the process for locating new space, renew an existing lease, or renegotiate, amend, and/or cancel

an existing lease. This detailed form collects information such as the current lease information, the new location (preferred city and county), staffing, and type of space requested and budget restraints.

- (l) Space Utilization Questionnaire (SUQ): The form is completed by the requesting state entity and accompanies the SAF when new space or increased space is requested. This form is used by SM to develop space (square footage) requirements and demands.
- (m) Space Utilization Program (SUP): The resulting report derived from analyzing the data supplied from the SUQ which determines square footage requirements to guide the space layout. The report is sent to the requesting Agency for approval prior to the development of the floor plan.
- (n) Lease Budget Summary (LBS): The LBS is a document which is used by SPC to estimate costs associated with an agency's request submitted on the Space Action Form. The LBS will enable SPC to provide a more representative estimation of the costs of the request and allow the agency to develop and project a budget for the space request. The estimate of costs in the LBS will include the average market rates for office and retail square footage for an identified geographic location (city, county or counties), FF&E estimates (workstations, case goods, other equipment), voice/data cabling costs and moving costs. There is also consideration for other capital expenses for security, audio visual and others when relevant to the agency request.

## **Purpose**

To provide the process for negotiating a Multiyear Rental Agreement with an existing landlord without going through a full competitive selection process in order to provide the requesting Agency with a timely, cost effective work environment that continues to meet the current and future needs of the State and its agencies.

## **Procedure**

1. If there already exists an approved SUP for the particular location that does not require updates or revisions, the Agency must complete and transmit to SM the SAF requesting renegotiation of its then current lease agreement.
2. If an Agency does not have a recently approved SUP or requires updates or revisions to an existing program, the Agency must complete and submit to SM a SAF and a SUQ requesting renegotiation of its then current lease agreement.
3. Based on the information received from the agency, SM generates the SUP (if a program is required) and LBS which must be approved by the Agency
4. Using the approved SUP and the LBS, the Leasing Specialist will conduct a Market Survey to determine the availability of alternative space and to establish a range of market rents for negotiating purposes.
5. The Leasing Specialist may attempt to negotiate a Multiyear Rental Agreement with the existing landlord if the Deputy Executive Director approves and if:
  - a. A Multiyear Rental Agreement is requested in writing by the Agency.

- b. The total contract value of the new lease will not exceed the annual cap set by Georgia State Financing and Investment Commission (GSFIC).
  - c. The space meets the current and future needs of the Agency.
  - d. The Agency and space meet the criteria for a Short Term Agreement or Long Term Agreement in accordance with SPC policy SPC-08.
6. The Leasing Specialist will seek an agreement on key terms in a letter of intent (LOI) for consideration by either the Executive Director in accordance with SPC by-laws the Board.
7. The LOI shall be substantially completed by the Leasing Specialist to document the key lease terms discussed before sending to the landlord for review. Key terms must be favorable to SPC and the Agency, and the first year's rental rate must be at or below SPC's average market rate for the applicable city.
8. If there are unique circumstances that justify executing an agreement that is above SPC's average market rate, the Leasing Specialist must present written justification to the Deputy Executive Director for consideration. The Deputy Executive Director's written approval must be obtained prior to finalizing terms of the LOI.
9. The LOI must be executed by the landlord and Agency; however, if the transaction requires approval by the SPC Board in accordance with SPC by-laws, the LOI must also be signed by SPC. Once the LOI has been fully executed, the Leasing Specialist will commence lease document negotiations with the landlord, and shall use the State's approved lease form.
10. The Agency will be required to execute an intergovernmental agreement (IGA) with SPC which shall bind the agency to all terms and conditions in the rental agreement. A fully executed copy of the lease agreement shall be an exhibit to the IGA. The IGA will contain language requiring the Agency to acknowledge that the IGA is non-cancellable without the consent of SPC and GSFIC. The IGA will also contain language prohibiting private activity or any non-governmental purpose or any purpose constituting a private activity as defined under the IRS Code. The Agency will also pledge responsibility to maintain sufficient funding to support the rental payments over the term of the agreement.
11. If an agreement cannot be reached with the existing landlord, SPC may choose to seek a new location in accordance with SPC's Standard Operating Procedures for seeking an Annual Rental Agreement or Short Term Agreement (SPC-Leasing-01) or Long Term Agreement (SPC-Leasing-03).

Note: Exploration of a new lease agreement with an existing landlord may be initiated through a request from the Agency to SPC or directly by SPC.

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## STANDARD OPERATING PROCEDURES

SPC-Leasing-03	Long Term Agreements New Locations	Effective: May 9, 2013 Revised: December 11, 2018
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### Definitions

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- (b) Leasing Division (LD): This Division is responsible for the State’s leased administrative space portfolio. Services provided range from locating and procuring new locations, renewing agreements, amending existing agreements and managing the State’s leased inventory in BLLIP.
- (c) Space Management Division (SM): This Division provides State entities professional planning services in meeting their space needs including, but not limited to, determining square footage requirements, preparing schematic floor plans and design intent drawings to guide workspace layout.
- (d) Space Action Form (SAF): This form is the initial starting point for most work projects in SM and LD. It is the formal request completed by a State entity to start the process for locating new space, renew an existing lease, or renegotiate, amend, and/or cancel an existing lease. This detailed form collects information such as the current lease information, the new location (preferred city and county), staffing, and type of space requested and budget restraints.
- (e) Space Utilization Questionnaire (SUQ): The form is completed by the requesting state entity and accompanies the SAF when new space or increased space is requested. This form is used by SM to develop space (square footage) requirements and demands.
- (f) Space Utilization Program (SUP): The resulting report derived from analyzing the data supplied from the SUQ which determines square footage requirements to guide the space layout. The report is sent to the requesting Agency for approval prior to the development of the floor plan.
- (g) Agency: The State agency that will be the end user of the space. SPC shall be the tenant and assign the space to the State agency.
- (h) Letter of Intent (LOI): The form document that incorporates the key terms of the lease negotiation that shall be executed by the Agency, Landlord and SPC when applicable.
- (i) SPC Leasing Specialist: The single point of contact for all communications regarding a specific space need. This may be an SPC employee, agent or broker.

- (j) Market Survey: A report generated by the Leasing Specialist to aid SPC in understanding the market for space in the desired area. The survey will generally identify availability, location, quality and cost of space in the survey area.
- (k) Multiyear Rental Agreement(s): Rental agreements for administrative space which have an initial term greater than twelve (12) months, up to a term of twenty (20) years.
- (l) Long Term Agreement(s): Multiyear Rental Agreements having an initial term greater than five (5) years, up to a term of twenty (20) years.
- (m) Lease Budget Summary (LBS): The LBS is a document which is used by SPC to estimate costs associated with an agency's request submitted on the Space Action Form. The LBS will enable SPC to provide a more representative estimation of the costs of the request and allow the agency to develop and project a budget for the space request. The estimate of costs in the LBS will include the average market rates for office and retail square footage for an identified geographic location (city, county or counties), FF&E estimates (workstations, case goods, other equipment), voice/data cabling costs and moving costs. There is also consideration for other capital expenses for security, audio visual and others when relevant to the agency request.

## **Purpose**

To provide an administrative space selection process for Long Term Agreements which ensures the location and selection of cost effective, modern, safe, production-oriented work environments to meet the current and future needs of the State and its agencies.

## **Procedure**

1. The Agency must complete and transmit the SAF and SUQ to SM.
2. SM generates the SUP and LBS both of which must be approved by the Agency.
3. SM will seek existing State owned space that may fit the needs of the Agency.
4. If no State owned space is available, LD will assign a Leasing Specialist to attempt to locate space. The Leasing Specialist will conduct a Market Survey to better understand market availability and economics.
5. Based on the general guidance of SPC policy SPC-08 and subject to the Georgia State Financing and Investment Commission (GSFIC) limitations on annual total contract value for multiyear lease, the Deputy Executive Director will determine if the need is best suited for a Long Term Agreement.
6. When the Deputy Executive Director determines a Long Term Agreement will best meet the needs of SPC and the Agency, the SPC Leasing Specialist will meet with the Agency to review the Market Survey and gather information for a request for proposals (RFP).
7. SPC will post a public notice including the RFP on SPC's website. The Leasing Specialist will serve as the single point of contact for all communications.
8. The Leasing Specialist must document all communications in accordance with the RFP.
9. A Selection Committee (SC) shall be used to score and rank proposals:

- a. Each member of the SC will be required to sign a non-disclosure and no conflict of interest statement.
  - b. The SC may shortlist the proposers and call for best and final proposals as outlined in SPC-09.
  - c. If the apparent awardee, as selected by the SC, cannot reach an agreement with SPC, SPC may terminate negotiations and enter into negotiations with the next highest ranked proposer or terminate the process entirely.
10. Once a site is selected, the Leasing Specialist shall determine whether the variance between the SUP and the rentable square footage of the selected site is within the acceptable range as outlined in the SPC Tolerance Table (SPC 03 – Space Management: Space Standards). If it is decided that the variance is outside the range (higher or lower), then the Leasing Specialist will request from the Agency a written justification on agency letterhead acknowledging such exception and detailing the rationale for the same. This written justification shall become a part of the lease file.
11. Once an apparent awardee has been selected, the Leasing Specialist will seek an agreement on key terms using the State’s approved Letter of Intent (LOI) form. The LOI shall be substantially completed by the Leasing Specialist before sending to the landlord for review.
12. Key terms must be favorable to SPC and the Agency, and the first year’s rental rate must be at or below SPC’s average market rate for the applicable city.
13. If there are unique circumstances that justify executing an agreement that is above SPC’s average market rate, the Leasing Specialist must present written justification to the Deputy Executive Director for consideration. The Deputy Executive Director’s written approval must be obtained prior to finalizing terms of the LOI.
14. The LOI must be executed by the landlord and Agency; however, if the transaction requires approval by the SPC Board in accordance with SPC by-laws, the LOI must also be signed by SPC. Once the LOI has been fully executed, the Leasing Specialist will commence lease document negotiations with the landlord, and shall use the State’s approved lease form.
15. Once the transaction is approved by either the Executive Director or the Board in accordance with SPC by-laws, the Long Term Agreement will be executed by SPC as the tenant.
16. The Agency will be required to execute an intergovernmental agreement (IGA) with SPC which shall bind the agency to all terms and conditions in the rental agreement. A fully executed copy of the lease agreement shall be an exhibit to the IGA. The IGA will contain language requiring the Agency to acknowledge that the IGA is non-cancellable without the consent of SPC and GSFIC. The IGA will also contain language prohibiting private activity or any non-governmental purpose or any purpose constituting a private activity as defined under the IRS Code. The Agency will also pledge responsibility to maintain sufficient funding to support the rental payments over the term of the agreement.



# STATE PROPERTIES COMMISSION

270 Washington Street, Suite 2-129, Atlanta, Georgia 30334

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## POLICY

**TITLE:** SPC 10 – Transaction Management: Protest Policy

**ADOPTED:** May 9, 2013

**REVISED:** December 11, 2018

### 1. Definitions

- (a) Executive Director: The Executive Director of SPC, or his or her designee.
- (b) Interested Party: A person or entity that proposes to provide administrative space to SPC, or bids to acquire real property from SPC pursuant to a request for proposals or an invitation for bids.
- (c) Contract: Any agreement whereby SPC agrees to rent or lease administrative space or sell real property to an Interested Party pursuant to a request for proposals or an invitation for bids.
- (d) Board: The governing board of the State Properties Commission.

### 2. Purpose

The purpose of this Protest Policy (“Policy”) is to establish mandatory administrative procedures for the filing, administration, and adjudication of any protest, challenge or claim against any aspect of the State Properties Commission’s (“SPC”) competitive solicitation process for award of a Contract.

### 3. Policy Statement

- (a) Applicability of Policy: This Policy shall apply to and govern all disputes, complaints and protests of any kind arising out of or relating to SPC’s competitive solicitation process.
- (b) Filing of a Protest: Any Interested Party may protest a solicitation, the proposed award of a Contract, or the award of a Contract. The protest shall be in writing, shall be filed with the Executive Director and shall include the following information:
  - (i) The name, address and telephone number of the protesting Interested Party;
  - (ii) The signature of the protesting Interested Party or its authorized representative;

- (iii) Identification of the solicitation or contract number;
  - (iv) A statement of the legal and factual grounds surrounding the protest, including copies of all relevant supporting documentation; and
  - (v) The specific form of relief requested.
- (c) Time for filing protest
  - (i) Protests concerning a solicitation prior to award of Contract: Protests based upon the solicitation process or decision to name an apparent awardee shall be filed no later than five (5) days before the award of the Contract.
  - (ii) Protests concerning award of Contract: Protests concerning the decision to award a Contract shall be filed within seventy-two (72) hours after the posting of the Executive Director's or Board's decision to award.
  - (iii) Tolling of time to file protest: If the protest of an award of Contract depends upon information contained in public records pertaining to the award, then the seventy-two (72) hour time limit for a protest begins to run after the records are made available to the Interested Party for inspection, so long as the Interested Party's request to inspect the records is made within seventy-two (72) hours after the award is posted, whichever occurs first. No records related to the solicitation shall be made available prior to award of Contract.
- (d) Notice of Protest: In the event a protest is filed, the Executive Director shall immediately give notice of the protest to the Board and to the successful Interested Party, if an award has been made, or, if no award has been made, to all applicable Interested Parties.
- (e) Records: SPC shall, upon written request, make available records related to the solicitation in accordance with the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.
- (f) Decision by the Executive Director: The Executive Director shall have the exclusive authority to decide all protests. The Executive Director shall issue a written decision within thirty (30) days after a protest has been filed and shall mail the decision to the protesting Interested Party by certified mail, return receipt requested. The time limit for decisions may be extended by the Executive Director for a reasonable time not to exceed thirty (30) days. The Executive Director shall notify the protesting Interested Party in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.
- (g) No Stay of Award: If a protest is filed with the Executive Director before the award of a Contract, the award of such Contract may be made before a decision is rendered on the protest.
- (h) Exclusive Remedy: These rules and regulations shall provide the exclusive procedure for asserting a claim against SPC arising out of or relating to any competitive solicitation and selection process for a Contract.