



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages		
2. AMENDMENT MODIFICATION NO PA26		3. EFFECTIVE DATE FEB 11, 2011		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)		
6. ISSUED BY CENTRAL OFFICE 18TH & F STS NW WASHINGTON DC 20405 L. H. Lee 817-376-9209				7. ADMINISTERED BY (If other than item 6) See Block 6		CODE		
8. NAME AND ADDRESS OF CONTRACTORY (NO., Street, Country, State and ZIP Code) CB RICHARD ELLIS, INC. 8270 GREENSBORO DRIVE, SUITE 620 MCLEAN VA 221023835				DUNS: 196910603 Cage Code: 4AMZ9		9A. AMENDMENT OF SOLICITATION NO.		
CODE 00021155				FACILITY CODE		(x)		
						9B. DATED (SEE ITEM 11)		
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS-00P-05-BQD-0002		
10B. DATED (SEE ITEM 13) OCT 04, 2004				X				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						Modification Amount: \$0.00 Modification Obligated Amount: \$0.00		
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
Check One	A. THIS ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
	D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.								
See Supplementary Page.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)								
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
15A. NAME AND TITLE OF SIGNER (Type or print)				15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) L. H. Lee, Contracting Officer 817-376-9209 lh.lee@gsa.gov				
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		15B. UNITED STATES OF AMERICA		15C. DATE SIGNED	
 (Signature of person authorized to sign)					 (Signature of Contracting Officer)		FEB 11, 2011	

Description of Modification/Amendment:

This action pertains to the National Broker Contract for the General Services Administration. The purpose of this action is to incorporate revised contract exhibit 4C (DUAL AGENCY DISCLOSURE STATEMENT form)

- A. Contract Exhibit 4C (May 12, 2005) is hereby replaced with Contract Exhibit 4C DUAL AGENCY DISCLOSURE STATEMENT(Revised August 2010).
- B. Forms will be provided as attachments and in electronic format in separate correspondence.
- C. Revised forms are mandatory for use in response to changes to previously submitted forms.
- D. Total Contract Price is unchanged.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0021	Incorporate revised Contract Exhibit 4C. Firm Fixed Price	1.00	EA	0.00	0.00

Exhibit 4C

DUAL AGENCY DISCLOSURE Acknowledgement (August 2010 v)

GSA Regional CO: _____ Offeror(s): _____

Offerors Property _____

Dual Agency: The General Services Administration's allows a brokerage firm under this GSA contract to represent both the Government, as tenant, and another offeror in this real estate transaction as long as this is disclosed to all parties. Similarly, the contract allows the broker to represent the Government, as tenant and provide property management, consulting, or similar services to an offeror in the procurement as long as this is disclosed to all parties. This is known as dual agency. Under this GSA Contract, a brokerage firm may represent or have another form of business relationship with two clients whose interest are, or at times could be, different or adverse. Dual Agency under this GSA contract does not allow the same individual agent of the brokerage firm to represent both parties, and no individual with a personal financial interest may represent the Government. The Government brokers have conflict walls in place, are compliant with the Federal Information Security Management Act and have other protections to safeguard the Government and Offeror information.

This statement discloses that _____ will be (or has been) acting as the GSA broker in this transaction and also represents another offeror in this procurement action; therefore, they will be, with respect to that offeror, a Dual Agent in this procurement. The brokerage firm acting as Dual Agent in this contemplated transaction has a **material relationship** with both the Government and one of the other offerors. A material relationship would include any personal, family or business relationship with one or both of the parties. The relationship to the Government is one of tenant representation bound by the terms and conditions of the National Broker Contract.

It is understood as a Dual Agent, the broker and the brokerage firm shall:

- Treat both clients honestly;
- Disclose latent, material defects to the Government, if known by the broker;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both clients in completing the steps necessary to fulfill the terms of any contract, if requested.

It is also understood as Dual Agent, the broker and the brokerage firm agree to:

- Protect Offeror's proprietary information from unauthorized use and disclosure for as long as it remains proprietary and refrain from using the information for any other purpose than that for which it was furnished
- Not disclose confidential information, or information having an adverse effect on one party's position in the transaction,
- Not suggest or recommend specific terms, including price, or disclose the terms or price the Government is willing to accept or any offeror is willing to offer;
- Not engage in conduct contrary to the instructions of any offeror and may NOT act in a biased manner on behalf of any one party

Exhibit 4C

Responsibilities of the Parties: The duties of the brokerage firm in a real estate transaction do not relieve the Government and Offeror from the responsibility to protect their own interests. The Government and the Offeror are advised to carefully read all agreements to assure the terms adequately express their understanding of the lease transaction. The brokerage firm is qualified to provide advice on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Government Non Disclosure requirements: The Government requires complete confidentiality in all lease acquisition offers including non disclosure of the names of potential offerors. The Dual Agent brokerage firm, under a dual agency agreement, will be soliciting other competitive offers for the lease acquisition. By presenting this Dual Agency Disclosure, potential offerors will be aware of the dual agency relationship, however, the Dual Agent brokerage firm cannot disclose the number, identity or rank of other offerors, or the content or evaluation of the other offerors proposals to the offeror in the Dual Agency relationship.

Acknowledgement of Duration of Dual Agency and Confidentiality: The Dual Agency shall automatically terminate upon receipt of Unsuccessful Offeror notification or in the event of a Successful Offeror notification, upon occupancy of the Government tenant. As agreed to above the Dual Agency broker and brokerage firm will protect your information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

By signing below, you acknowledge you have read and understand this form.

Notice of dual agency to potential offerors for Solicitation

By signing this Dual Agency Disclosure Statement you acknowledge that:

_____ Brokerage Firm will act as a Dual Agent
under this transaction.

Offeror's Signature

Date

Government's Signature

Date

Broker's Signature

Date

GS00P05BQD0002

Modification Number PA26

August 2010

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