U.S. GENERAL SERVICES ADMINISTRATION
Public Buildings Service
Acquisition Project Delivery Contracting Division - East
Legal Services for Roosevelt Hotel Project

Justification for Other Than Full and Open Competition

1. Agency and Contracting Activity (FAR 6.104-1(a)(1) (GSA Class Deviation RFO-2025-06)) : The U.S. General Services Administration (GSA), Public Buildings Service, proposes to enter into a contract for highly specialized, multi-disciplinary legal counsel for the possible renovation, operation, maintenance and redevelopment of the Roosevelt Hotel property in New York City.

2. Nature and Description of Action (FAR 6.104-1(a)(2) (GSA Class Deviation RFO-2025-06)): GSA must acquire the services of a premier, multi-disciplinary law firm with an elite track record in large-scale New York City real estate transactions, high-value hotel assets, and international sovereign negotiations. GSA has entered into a Memorandum of Understanding with the Government of the Islamic Republic of Pakistan for the renovation, operation, maintenance and redevelopment of the Roosevelt Hotel at 45 East 45 Street in New York (the "Project"). The Memorandum is subject to a terminal expiration of 180 calendar days (August 2026), creating a "Time is of the Essence" window that leaves no margin for the administrative delays inherent in standard procurement cycles.

3. Description of Services (FAR 6.104-1(a)(3) (GSA Class Deviation RFO-2025-06)): The required services include a complete panoply of legal services for a potentially high-value dollar transaction:

- **Transactional Architecture & Equity Transfer**: Executing the transfer of necessary equity or leasehold rights and interests from Pakistan to the United States or its designee.
- **Forensic Due Diligence**: Identifying encumbrances, reviewing title records, and providing formal opinions of title within the Midtown Manhattan market.
- **Regulatory & Permit Navigation**: Securing all necessary Federal, state, and local permits and approvals
- **Compliance**: Ensuring all actions accord with applicable laws, regulations, and the interplay between Federal Supremacy and local NYC zoning.

4. Identification of Statutory Authority (FAR 6.104-1(a)(4) (GSA Class Deviation RFO-2025-06)): The statutory authority for this justification is 41 U.S.C. § 3304(a)(2), as implemented by FAR 6.103-2 — Unusual and Compelling Urgency (GSA Class Deviation RFO-2025-06).

5. Demonstration of the Proposed Contractor's Unique Qualifications and Urgency (FAR 6.104-1 (a)(5) (GSA Class Deviation RFO-2025-06)):

A. Unique Expertise and Knowledge

The Roosevelt Hotel represents a distinct, high-value asset class at the epicenter of Manhattan's Midtown East Subdistrict. Unlike standard commercial acquisitions, this project is inextricably linked to the Greater East Midtown Rezoning—a complex regulatory framework involving floor area ratios and air rights transfers unique to the Grand Central Terminal vicinity. The proposed contractor must possess significant local expertise and understanding of the specific nuances of New York City land use controls, preservation rules, practices, and procedures. Furthermore, the Roosevelt Hotel's current ownership structure and its role in bilateral diplomatic relations require counsel with sophistication to handle sovereign-adjacent negotiations. The project demands more than standard real estate law knowledge and expertise; it requires an interdisciplinary mastery of wide-ranging fields, including:

- Adaptive Reuse of Historic Landmarks: Addressing issues under Section 106 of the National Historic Preservation Act.
- New York City-Specific Tax and Liability: Addressing unique local burdens, including the New York State Real Estate Transfer Tax and potential "mansion tax" implications, as these apply to a Federal acquisition from a foreign entity.
- Labor and Occupancy Nuances: Navigating the complex New York City hotel environment and the current "Special Occupancy" status of the building, which presents immediate operational hurdles that a firm without localized "knowledge capital" would be challenged to mitigate.

B. Unusual and Compelling Urgency & Serious Injury

Any perceived delay or lack of progress by GSA could impair the Project and negatively impact the United States' multifaceted relationship with Pakistan. Absent the limitation on competition addressed herein, standard competitive procurement requirements would put the Government's ability to execute the necessary work within the required timeframe at substantial risk. Failure to meet the 180-day window to cooperatively define the Project's precise technical, economic, and commercial parameters would undermine U.S. credibility in critical areas. The urgency is therefore a matter of national strategic interest.

The serious injury to the Government includes not only a possible degradation of the U.S. - Pakistan strategic partnership but also a significant financial opportunity cost. Failure to execute a project within the 180-day window risks the loss of a high dollar asset repositioning in the world's most competitive real estate market, potentially resulting in the loss of substantial revenue to the Federal Government.

6. A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by FAR 5 and, if not, which exception under FAR part 5 applies (FAR 6.104-1 (a)(6) (GSA Class Deviation RFO-2025-06)).

Due to the extreme urgency and the specialized nature of Manhattan real estate and sovereign equity transfers, a full and open solicitation and procurement is not feasible. The GSA Office of the General Counsel conducted targeted market research to identify a number of sources from which it solicited proposals from firms capable of meeting these extraordinary needs within the MOU's 180-day timespan.

Additionally, in order to ensure continuity of the complex services required, as well as alignment with evolving requirements, the resulting contract period of performance will be one year. For the reasons discussed above, entering into a separate contract for the required services using competitive procedures during this period would be infeasible.

In accordance with FAR 5.101(b)(2) (GSA Class Deviation RFO-2025-06), the Contracting Officer is not required to post a presolicitation notice to the Governmentwide Point of Entry GPE when using other than full and open competition (see 6.103), except for the authorities at 6.103-1 (only one responsible source) and 6.103-6 (national security).

The Request for Quote (RFQ) was sent to three firms.

7. Determination of Fair and Reasonable Cost (FAR 6.104-1 (a)(7) (GSA Class Deviation RFO-2025-06)): The Contracting Officer will ensure that costs are fair and reasonable, benchmarked against the elite New York City legal market, the most specialized and expensive in the nation.

The Independent Government Cost Estimate is [redacted]. The contracting officer will take the following steps to ensure that the anticipated cost to the Government will be fair and reasonable:

(1) A detailed cost analysis will be performed comparing the hourly rate quoted with an independent government cost estimate and comparative evaluation of all quotations.
(2) Negotiations will be conducted as necessary to ensure that the final total price is fair and reasonable.

The signature of the Contracting Officer provided below represents a determination that the anticipated cost to the Government will be considered fair and reasonable.

8. A description of the market research conducted (see FAR Part 10) and the results or a statement of the reason market research was not conducted (FAR 6.104-1 (a)(8) (GSA Class Deviation RFO-2025-06)) :

The GSA Multiple Award Schedule was reviewed under category 541110 for Professional Legal Services. The list of forty-five (45) contractors did not possess the capabilities for the highly specialized, multi-disciplinary legal counsel required for this Project. As outlined in paragraph 5 and 6, GSA conducted market research with a limited number of law firms determined capable of meeting complex services required within the Memorandum's timespan. The constraint is not the lack of law firms in the market, but the complex and urgency of this Project's requirements.

9. Any other facts supporting the use of other than full and open competition (FAR 6.104-1 (a)(9) (GSA Class Deviation RFO-2025-06)):

It is in the Government's best interest to enter into a Labor-Hour contract as it provides the necessary flexibility to adjust the level of effort and specific task assignments. As the Project progresses and evolves, the task assignments and ancillary services will be more defined. A Labor Hour contract allows the Government to scale the awardee's involvement based on the actual needs of the project at any given time, optimizing resource allocation. As such, awarding the contract to a highly capable and qualified law firm with the required knowledge and expertise is integral to keeping the Project moving forward.

10. A listing of the sources, if any, that expressed, in writing, an interest in the acquisition (FAR 6.104-1(a)(10) (GSA Class Deviation RFO-2025-06)).

Not applicable.

11. A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required (FAR 6.104-1(a)(11) (GSA Class Deviation RFO-2025-06)).

Applicable FAR regulations would be followed in subsequent acquisitions for similar services. The Government will continue to conduct thorough market research to gauge the marketplace capabilities for future requirements.

12. Contracting officer certification that the justification is accurate and complete to the best of the contracting officer's knowledge and belief (FAR 6.104-1(a)(12) (GSA Class Deviation RFO-2025-06)).

Contracting Officer: I certify that the data supporting the recommended use of other than full and open competition is accurate and complete to the best of my knowledge and belief.

SOTHEAVY KHON

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Date: 2026.06.03 15:08:06 -04'00'

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