

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

IN

Dallas, TX

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1.0 SUMMARY

1.1 SUCCEEDING LEASE PREMISES ACKNOWLEDGEMENT (SEP 2010)

This document is a solicitation for a succeeding lease where the Government is currently in occupancy and possession of the leased premises. Unless otherwise noted, the Government will accept the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this solicitation. These exceptions include, but are not limited to, security improvements, National Fire Protection Association (NFPA) requirements, Architectural Barriers Act Accessibility Standards (ABAAS) compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set in the below SFO paragraphs and attached General Clauses.

1.2 AMOUNT AND TYPE OF SPACE

- A. The General Services Administration (GSA) is interested in leasing approximately 83,470 rentable square feet of space. The rentable space shall yield 72,583 ANSI/BOMA Office Area (ABOA) square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this Solicitation for Offers (SFO).
- B. The Government requires 10 secure reserved parking spaces and 205 surface spaces. These spaces shall be secured and lit in accordance with the Security Section in this Solicitation. The cost of this parking shall be included as part of the rental consideration.
- C. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet (ABOA). The terms ANSI/BOMA Office Area (ABOA) and usable square feet (usf) are used interchangeably throughout this SFO and its attachments.
- D. As part of this space requirement, the Government will require use of part of the building roof for the installation of antenna(s). Further specifications regarding the type of antenna(s) and mounting requirements are included as an attachment to this SFO.
- E. Approximately 250 square feet of the ANSI/BOMA Office Area space required above will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.

The Government will not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist. During the term of the lease, the Lessor may not establish any vending facilities within the leased space that will compete with the Randolph-Sheppard vending facilities.

1.3 MEASUREMENT OF SPACE

A. ANSI/BOMA OFFICE AREA SQUARE FEET:

1. For the purposes of this solicitation, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
2. ANSI/BOMA Office Area (ABOA) square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ABOA square feet shall be computed as if the deviation were not present.
3. ABOA square feet and usable square feet (USF) may be used interchangeably throughout the lease documents.

B. RENTABLE SPACE:

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

C. COMMON AREA FACTOR:

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

1.4 LEASE TERM

The lease term is for ten (10) years. GSA may terminate this lease in whole or in part effective after the fifth (5th) full year of occupancy by giving at least 120 calendar days' written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

1.5 OFFER DUE DATE (AUG 2008)

Offers are due by July 18, 2011 and shall remain open until lease award.

1.6 ACCESS AND APPURTENANT AREAS (AUG 2008)

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space. See the Lease Security Standards section of this SFO for additional information.

1.7 SERVICES, UTILITIES, MAINTENANCE: GENERAL (AUG 2008)

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

1.8 OCCUPANCY DATE

A. Occupancy is required by May 1, 2011

B. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses). Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.

1.9 QUALITY AND APPEARANCE OF BUILDING

The building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

1.10 BUILDING SHELL REQUIREMENTS

A. The Lessor's obligations in providing a building shell shall include the following as part of the Lessor's shell rent: All items identified in this solicitation as "building shell" are to be provided, installed, maintained, repaired, and/or replaced as part of the Lessor's shell rent.

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.
2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph elsewhere in this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with existing Tenant Improvements.
4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. Related hardware shall be installed in accordance with the "Doors: Exterior" paragraph elsewhere in this SFO.
5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required, as currently provided.
6. *Flooring.* All building common areas shall have finished floors, as currently provided.
7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, furnished and installed as connections for existing Tenant Improvements, shall be included in the shell rent.

8. *HVAC.* Central HVAC systems, with appropriate main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, shall be furnished, installed and coordinated with existing Tenant Improvements to meet all HVAC performance requirements specified in this SFO for the premises and all building common areas.. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting.* Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the GSA Contracting Officer) shall be furnished, installed and coordinated with existing Tenant Improvements. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph elsewhere in this SFO.
11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where required, an automatic sprinkler system shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. *Demolition.* Any demolition of existing improvements that is necessary to satisfy the Government's tenant improvements outlined in this SFO shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.
14. All of the above improvements are described in more detail hereinafter in this solicitation.
15. Unless an item is specifically labeled as Tenant Improvement (TI), it shall be considered a shell item.

1.11 CALENDAR/WORKING DAYS

Unless otherwise specified as "working days", all references to days under this solicitation shall be construed as calendar days"

2.0 AWARD FACTORS AND PRICE EVALUATION

2.1 LEASE EXECUTION

- A. The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and whose offered price is fair and reasonable, as determined by the Contracting Officer.
- B. After conclusion of negotiations, the Successful Offeror and the GSA Contracting Officer will execute a lease prepared by GSA, which incorporates the agreement of the parties. The lease shall consist of the following:
1. U.S. Government Lease for Real Property (SF2),
 2. General Clauses,
 3. Representations and Certifications
 4. The pertinent provisions of the offer, and
 5. The pertinent provisions of the SFO,
 6. Floor plans of the offered space.
- C. The acceptance of the offer and award of the lease by the Government occurs upon execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

2.2 SEISMIC SAFETY (FEB 2007)

- A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, as modified below. If any offers are received which fully meet seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.
- B. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) with the initial offer, from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, **AS MODIFIED HEREIN**:
1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, shall be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
 2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 1-1 of FEMA-310)				
BUILDING TYPE ¹		Model Building Seismic Design Provisions		
		BOCA ^{1a}	SBCCI ^{1a}	UBC ^{1a}
Wood Frame, Wood Shear Panels (Type W1 and W2) ²	1992		1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992		1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**		**	1994 ⁴
Steel Braced Frame (Type S2 and S2A)	1992		1993	1988
Light Metal Frame (Type S3)	*		*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992		1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) ³	1992		1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992		1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*		*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*		*	*
Tilt-up Concrete (Type PC1 and PC1A)	*		*	1997
Precast Concrete (Type PC2 and PC2A)	*		*	*
Reinforced Masonry (Type RM1)	*		*	1997
Reinforced Masonry (Type RM2)	1992		1993	1976
Unreinforced Masonry (Type URM) ⁵	*		*	1991 ⁶
Unreinforced Masonry (Type URMA)	*		*	*

- ¹ Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
- ² Buildings on hillside sites shall not be considered Benchmark Buildings.
- ³ Flat Slab Buildings shall not be considered Benchmark Buildings.
- ⁴ Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
- ⁵ URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
- ⁶ Refers to the UBCB Section of the UBC.
- ^{1a} Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
- ^{*} No Benchmark year; building shall be evaluated using FEMA-310.
- ^{**} Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.
 SBCCI Southern Building Code Congress International, *Standard Building Code*.
 UBC International Conference of Building Officials, *Uniform Building Code*.

3. Section 1.3.2, Leased Buildings, shall be revised as follows:

- a. Buildings leased by the federal Government are exempt from these standards if both of the following apply:
 - i. The leased space is 10,000 square feet or less AND
 - ii. The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_s , is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S_1 , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.
4. FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.
5. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.
- C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

2.3 ENERGY INDEPENDENCE AND SECURITY ACT (SEP 2010)

1. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective building system improvements. The following sets forth requirements for leases for space that is already occupied by the Government.

2. If the offered space is not in a building that has earned the ENERGY STAR® Label within one year prior to the lease award date, Offerors are required to include in their lease proposal an agreement to renovate the space for all energy efficiency and conservation improvements that it has determined would be cost effective over the firm term of the lease, if any, not later than one year after the effective date of the lease. Such improvements may consist of, but are not limited to, the following:

- a. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Energy Monitoring/Management Control System (EMCS).
- b. Lighting Improvements.
- c. Building Envelope Modifications.

Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

3. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of building improvements that achieve cost savings over the firm term of the lease sufficient to pay the incremental additional costs of making the building improvements.

4. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/eslabel>. ENERGY STAR® tools and resources can be found at the www.energystar.gov web site. The ENERGY STAR® Building Upgrade Manual and Building Upgrade Value Calculator are tools which can be in considering energy efficiency and conservation improvements to buildings.

- a. ENERGY STAR® Building Upgrade Manual. This manual provides information on planning and implementing profitable energy saving building upgrades. The ENERGY STAR® Building Upgrade Manual is available at <http://www.energystar.gov/bldgmanual>.
- b. Building Upgrade Value Calculator. The Building Upgrade Value Calculator, developed by EPA, is a product of the partnership between ENERGY STAR®, BOMA International, and the BOMA Foundation. This calculator was developed as part of BOMA's Energy Efficiency Program (BEEP), a series of courses designed to help commercial real estate practitioners

improve their buildings' energy efficiency performance. The calculator tool was developed to help property professionals assess the financial value of investments in a property's energy performance. The Building Upgrade Value Calculator estimates the financial impact of proposed investments in energy efficiency in office properties. The calculations are based on data input by the user, representing scenarios and conditions present at their properties. The Energy Star Building Upgrade Manual is available on the Energy Star website at <http://www.energystar.gov/financiaevaluation>.

5. If the offered space is not in a building that has earned the ENERGY STAR® Label within one year prior to the lease award date, the lessor will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label not later than one year after the effective date of the lease.
6. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.