

Solicitation for Offers Paragraphs with New and Revised Green Lease Text

(These paragraphs incorporate environmental, energy, and sustainable design criteria as appropriate. Yellow highlighted areas are new SFO hidden text.)

1. **Significant Alterations or Improvements and Lease Construction SFOs. Following are required paragraphs for these SFOs. Only new or modified SFO paragraphs are referenced for purposes of this RSL.**

SFO Section 1

LOCATION: CITY CENTER (DEC 2007) [MODIFIED and ADDED SUBPARAGRAPHS C and D]

A. NEIGHBORHOOD:

Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained.

B. PARKING:

The parking to square foot ratio available on site shall at least meet current local code requirements, or in the absence of a local code requirement, on site parking shall be available at a ratio of 1 space for every _____ rentable square feet of Government demised area.

ACTION REQUIRED: REALTY SPECIALIST MUST FILL IN THE VARIABLE WITH A DISTANCE NOT TO EXCEED THE EXAMPLE GIVEN.

C. LOCATION AMENITIES:

A variety of inexpensive and moderately priced fast food or eat-in restaurants shall be located within _____ [2640 walkable feet (1/2 mile)]. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within _____ [2640 walkable feet (1/2 mile)].

ACTION REQUIRED: REALTY SPECIALIST MUST FILL IN THE VARIABLE WITH A DISTANCE NOT TO EXCEED THE EXAMPLE GIVEN.

D. PUBLIC TRANSPORTATION:

The building shall be located within _____ [2640 walkable feet (1/2 mile)] of a commuter rail, light rail, or subway station or _____ [1320 walkable feet (1/4 mile)] of two or more public or campus bus lines usable by tenant occupants.

E. SUBMITTAL REQUIREMENT:

The Offeror shall provide to the Contracting Officer a map showing public transport and distance marked to the site with the initial offer to the Government.

LOCATION: OUTSIDE CITY CENTER (DEC 2007) [ADDED SUBPARAGRAPHS C and D]

A. NEIGHBORHOOD:

Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus like atmosphere or 2) on an attractively landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image.

B. PARKING:

The parking to square foot ratio available on site shall at least meet current local code requirements, or in the absence of a local code requirement, on site parking shall be available at a ratio of 1 space for every _____ rentable square feet of Government demised area.

ACTION REQUIRED: REALTY SPECIALIST MUST FILL IN THE VARIABLE WITH A DISTANCE NOT TO EXCEED THE EXAMPLE GIVEN.

C. LOCATION AMENITIES:

Adequate eating facilities shall be located within _____ [2640 walkable feet (1/2 mile)]. The government encourages pedestrian access from the building location to at least 10 of the following basic services: 1) bank; 2) place of worship; 3) convenience grocery; 4) day care; 5) cleaners; 6) fire station; 7) hair care; 8) hardware; 9) laundry; 10) library; 11) medical or dental; 12) senior care facility; 13) park; 14) pharmacy; 15) post office; 16) school; 17) supermarket; 18) commercial office; 19) community center; 20) restaurant; and other recognized services when supported by the market.

D. SUBMITTAL REQUIREMENT:

The Offeror shall provide a map showing amenities and distance marked to the site with the initial offer to the Government.

SFO Section 4

CONSTRUCTION WASTE MANAGEMENT (DEC 2007) [MODIFIED SUBPARAGRAPHS B and F]

- A. Recycling construction waste is mandatory for initial space alterations for tenant improvements and subsequent alterations under the lease.

- B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

- C. SUBMITTAL REQUIREMENT:
 1. Prior to construction commencement, the Offeror shall submit to the Government a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the Contracting Officer, may permit alternative means of disposal.

- D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 1. ceiling grid and tile;
 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 3. duct work and HVAC equipment;
 4. wiring and electrical equipment;
 5. aluminum and/or steel doors and frames;
 6. hardware;
 7. drywall;
 8. steel studs;
 9. carpet, carpet backing, and carpet padding;
 10. wood;
 11. insulation;
 12. cardboard packaging;
 13. pallets;
 14. windows and glazing materials;
 15. all miscellaneous metals (as in steel support frames for filing equipment);
and

16. all other finish and construction materials.

- E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007) [MODIFIED
SUBPARAGRAPHS A and F, ADDED SUBPARAGRAPHS G, H, I, and J]

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take

necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. FLUSH-OUT PROCEDURE:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
2. After the 3-day period the space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
3. Any deviation from this ventilation plan must be approved by the Contracting Officer.

G. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.

H. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) *IAQ Guideline for Occupied Buildings Under Construction*, 1995, Chapter 3.

I. Protect stored onsite and installed absorptive materials from moisture damage.

J. If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999.

EXITS AND ACCESS (DEC 2007) [ADDED OPTIONAL SUBPARAGRAPH B]

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

ACTION REQUIRED: THIS IS AN OPTIONAL SUBPARAGRAPH. USE WHEN LEASE WILL BE FOR FULL GOVERNMENT OCCUPANCY OR FOR PARTIAL OCCUPANCY THAT INCLUDES EXTERIOR ENTRANCES.

- B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the building at all primary exterior entryways.

SFO Section 5

ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007) [MODIFIED SUBPARAGRAPHS B and C]

- A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.
- B. Refer to EPA's environmentally preferable purchasing web site, www.epa.gov/epp and USDA BioPreferred products web site www.biobased.oce.usda.gov/fb4p/. In general, environmentally preferable products and materials do one or more of the following:
 1. Contain recycled material, are biobased, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes;
 2. Minimize the consumption of resources, energy, and water;
 3. Prevent the creation of solid waste, air pollution, or water pollution; or
 4. Promote the use of nontoxic substances and avoid toxic materials or processes.
- C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

LAYOUT, FINISHES, AND COLORBOARDS (DEC 2007) [MODIFIED SUBPARAGRAPH B]

- A. All building finishes shall be for first class, modern space.
- B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of _____ colorboards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. The Lessor shall provide the required colorboards within _____ working days of the request for such by the Contracting Officer. The colorboards shall be approved by GSA prior to installation. Upon review with the Tenant, the Contracting Officer must select one colorboard within _____ working days, and unless otherwise specified prior to lease award, the Offeror may assume that

one colorboard will be accepted for all finishes in the entire space under lease. The Lessor may not make any substitutions after the colorboard is selected.

WOOD PRODUCTS (DEC 2007) [MODIFIED SUBPARAGRAPH A]

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.aboutsf.org).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site:
www.certifiedwood.org/Resources/CITES/CITESContent.html.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

INSULATION: THERMAL, ACOUSTIC, AND HVAC (DEC 2007) [ADDED SUBPARAGRAPH E]

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

WALL FINISHES (DEC 2007) [MODIFIED FORMER "WALL COVERINGS"
PARAGRAPH]

A. BUILDING SHELL:

1. *Physical Requirements.*
 - a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) semi gloss paint on remaining wall areas or other finish approved by the Contracting Officer.
 - b. Prior to occupancy, all elevator areas that access the Government-demised area and hallways accessing the Government-demised area shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint or an equivalent.
2. *Replacement.* The Lessor must maintain all wall coverings, high-performance paint coatings, and paints in "like new" condition for the life of the lease. The Lessor, at its expense, must replace or repair paints, high-performance coatings, or wall coverings any time during the Government's occupancy if they are torn, peeling, permanently stained, marked, or damaged from impact. Repair or replace the ceramic tile in the restrooms if it is loose, chipped, broken, or permanently discolored. All repair and replacement work must occur after working hours.

B. TENANT IMPROVEMENT INFORMATION:

1. In the event the Government chooses to install a wall covering as part of the Tenant Improvement Allowance, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or biobased commercial wall covering weighing not less than 13 ounces per square yard or equivalent. In the event the Government chooses to install a high-performance paint coating, it shall comply with the VOC (Volatile Organic Compound) limits of the Green Seal Standard GS-11.

PAINTING (DEC 2007) [MODIFIED SUBPARAGRAPH B]

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years.

B. TENANT IMPROVEMENT INFORMATION:

2. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) offgassing:
 - a. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
 - b. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
 - c. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - i. Flats: 50 grams per litre (g/L).
 - ii. Non-flats: 150 g/L.
 - d. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
 - e. Clear wood finishes:
 - i. Varnish: 350 g/L.
 - ii. Lacquer: 550 g/L.
 - f. Floor coatings: 100 g/L
 - g. Sealers:
 - i. Waterproofing sealers: 250 g/L.
 - ii. Sanding sealers: 275 g/L.
 - iii. All other sealers: 200 g/L.
 - h. Shellacs:
 - i. Clear: 730 g/L.
 - ii. Pigmented: 550 g/L.
 - i. Stains: 250 g/L.
 - j. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Contracting Officer.

DOORS: HARDWARE (DEC 2007) [MODIFIED SUBPARAGRAPH B]

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

PARTITIONS: GENERAL (DEC 2007)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the Contracting Officer.

CARPET: BROADLOOM (DEC 2007)

A. Any carpet to be newly installed pursuant to this paragraph or replaced during the life of the lease shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament premium grade nylon branded by a major fiber producer [e.g., Invista, Solutia, Shaw, Honeywell].
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label Plus" requirements of the Carpet and Rug Institute unless an

exception is granted by the Contracting Officer. Refer to EPA's environmentally preferable purchasing web site, www.epa.gov/epp.

3. *Carpet Pile Construction.* Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 28 oz/ square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/square yard for level cut/uncut construction.
5. *Secondary Back.* The secondary back shall be made from 100% synthetic fibers for glue-down installation.
6. *Density.* The density shall be a minimum of 5,000 oz/ cubic yard.
7. *Pile Height.* The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.
8. *Static Buildup.* Static buildup shall be a maximum of 3.5 KV when tested in accordance with AATCC-134.
9. *Carpet Reclamation.* Where possible and required by law, dispose of any carpet replaced during the life of the lease from the site to a carpet recycling program or participate in a carpet buyback program. When carpet is replaced, submit documentation of carpet reclamation to the GSA Contracting Officer.

CARPET TILE (DEC 2007)

- A. Any carpet to be newly installed pursuant to this paragraph shall meet the following specifications:
 1. *Pile Yarn Content.* Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament premium branded nylon branded by a major fiber producer [e.g., Invista (formerly DuPont), Solutia (formerly Monsanto), Shaw , and Honeywell (formerly BASF)].
 2. *Environmental Requirements.* The Lessor shall use carpet tiles that meet the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer. Refer to the EPA's environmentally preferable purchasing web site, www.epa.gov/epp.
 3. *Carpet Pile Construction.* Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.

4. *Pile Weight.* Pile weight shall be a minimum of 20 oz/square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/yd² for level cut/uncut construction.
5. *Secondary Back.* The secondary backing shall be PVC free made from Polyurethane hardback, Thermoplastic Polyolefin Composite, Ethylene Vinyl Acetate-EVA, Polyurethane Cushion, or Olefin hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 90 oz/ square yard.
7. *Density.* The density shall be a minimum of 5,000 oz/cubic yard.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the total product shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC 134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.
11. *Carpet Reclamation.* Dispose of any carpet replaced during the life of the lease from the site to a carpet recycling program or participate in a carpet buyback program. When carpet is replaced, submit documentation of carpet reclamation to GSA.

SFO Section 6

MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (DEC 2007) [NEW SUBPARAGRAPH B]

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

B. SYSTEMS COMMISSIONING:

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with tenant improvements or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

ENERGY COST SAVINGS (DEC 2007) [MODIFIED AND ADDED SUBPARAGRAPHS C, D, E, and F]

- A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.
- B. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.
- C. Incandescent bulbs shall not be used. Where it is not feasible to eliminate incandescent bulbs, exceptions must be approved by the Contracting Officer.
- D. The Offeror is encouraged to purchase at least 50% of the Government tenant's electricity from renewable sources.
- E. SUBMITTAL REQUIREMENT:
If renewable source power is purchased, provide documentation to the Contracting Officer within 9 months of occupancy.
- F. All new construction shall achieve an Energy Star score of 75 or above within 1 year after reaching 95 percent occupancy and will continue to retain the qualifying ENERGY STAR score or better (www.energystar.gov).

JANITOR CLOSETS (DEC 2007) [ADDED SUBPARAGRAPHS B and C]

- A. BUILDING SHELL:
Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.
- B. When not addressed by local code, provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.
- C. Refer to the "Indoor Air Quality for Ventilation Requirements" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this Solicitation for Offers (SFO).

HEATING AND AIR CONDITIONING (DEC 2007) [ADDED SUBPARAGRAPH A.10 and MODIFIED B]

A. BUILDING SHELL:

1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
2. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
3. Simultaneous heating and cooling are not permitted.
4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
5. Equipment Performance. Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.
6. HVAC Use During Construction. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - b. no permanent diffusers are used;
 - c. no plenum type return air system is employed;
 - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - e. following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and

documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

7. Ductwork Re use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
8. Insulation. All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
10. *Thermal Comfort*. During working hours in periods of heating and cooling, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.

B. TENANT IMPROVEMENT INFORMATION:

1. *Zone Control*. Provide individual thermostat control for office space with control areas not to exceed 1,500 ANSI/BOMA office area square feet. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing space use and modulating HVAC system in response to space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

LIGHTING: INTERIOR AND PARKING (DEC 2007) [MODIFIED SUBPARAGRAPH A.1.d]

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:
 - a. Modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work

areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

- b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
- c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
- d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

SFO Section 8

INDOOR AIR QUALITY (DEC 2007) [ADDED SUBPARAGRAPH F]

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the

Government demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.

- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per square foot, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

RECYCLING (DEC 2007) [REVISED SUBPARAGRAPH A and ADDED SUBPARAGRAPH B]

- A. Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such State and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist. Provide an easily accessible, appropriately sized (2 square feet per 1,000 square feet of building gross floor area) area that serves the tenant space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

B. SUBMITTAL REQUIREMENT:

The Lessor shall submit a building recycling service plan with floor plans annotating recycling area(s) as part of DIDs to be reflected on the Construction Drawing (CD) submission.

2. **Lease Construction.** The following apply to lease construction only.

SFO SECTION 1

UNIQUE REQUIREMENTS (DEC 2007) [ADDED SUBPARAGRAPHS B, C, and D]

ACTION REQUIRED: IF PROCUREMENT IS NOT FOR NEW LEASE CONSTRUCTION AND IF THE CUSTOMER HAS NOT REQUESTED A LEED®-CI PROCUREMENT, THEN BOTH SETS OF SUBPARAGRAPHS B, C, and D MUST BE DELETED.

A.

ACTION REQUIRED: THERE ARE TWO SETS OF SUBPARAGRAPHS B THROUGH D. ONE OR BOTH SETS MUST BE DELETED DEPENDING UPON THE PROJECT REQUIREMENTS.

IT IS MANDATORY TO USE THE FIRST SET OF SUBPARAGRAPHS B THROUGH D FOR ALL MAJOR RENOVATIONS AND ALL LEASE CONSTRUCTION PROCUREMENTS OF 10,000 RSF OR MORE WHERE THE GOVERNMENT IS THE SOLE OCCUPANT OF THE ENTIRE BUILDING WITH THE EXCEPTION OF RETAIL SPACE.

B. Projects of 10,000 RSF and above must meet the requirements of LEED®-NC (Leadership in Energy and Environmental Design for New Construction) Silver level (minimum). The successful Lessor, at the Lessor's expense, shall obtain certification from the U.S. Green Building Council (USGBC) within 12 months of project occupancy. For requirements to achieve certification, Lessor must refer to the latest version of LEED®-NC Reference Guide at <http://www.leedbuilding.org>. At completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF printed to disk from the LEED®-Online workspace and templates. In addition, the Offeror will provide GSA viewing access to the LEED®-Online workspace during design and through the term of the lease.

C. If the Lessor fails to achieve LEED® certification within 12 months of occupancy, the Government may implement a corrective action program to achieve a LEED® certification and deduct its costs from the rent.

D. SUBMITTAL REQUIREMENT:

1. With the initial offer, the Offeror shall provide name of proposed LEED® Accredited Professional (AP) team member and qualifications document for integrative design practice.
2. At project completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies of all supporting documentation for certification on compact disk.

AND

HOW TO OFFER (DEC 2007) [ADDED SUBPARAGRAPH 14]

A. Offers shall be submitted to the Contracting Officer at:

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. SFO.
2. SFO Attachments:
 - a. Attachment #1 – Rate Structure

ACTION REQUIRED: LIST ANY ADDITIONAL SFO ATTACHMENTS THAT ARE REQUIRED. DELETE SUBPARAGRAPHS THAT ARE NOT USED.

- b. Attachment #2 _____
 - c. Attachment #3 _____
3. GSA Form 1364, Proposal to Lease Space.
4. GSA Form 1217, Lessor's Annual Cost Statement.
 - a. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect

the agreement between LESSOR AND the GSA Tenant Representative broker (expressed in either % or \$).

5. GSA Form 3517, General Clauses.
6. GSA Form 3518, Representatives and Certifications.
7. First generation blue-line plans of the space offered, scaled at 1/8" = 1'-0" (preferred) or larger.
 - a. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within _____ days.
 - b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
 - c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety. These corridors must provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.
8. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
9. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.

10. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.
11. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
12. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.
13. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217 (July 94).

ACTION REQUIRED: THERE ARE TWO SUBPARAGRAPH 14'S. ONE OR BOTH MUST BE DELETED DEPENDING UPON THE PROJECT REQUIREMENTS. IT IS MANDATORY TO USE THE FIRST SUBPARAGRAPH 14 FOR ALL MAJOR RENOVATIONS AND ALL LEASE CONSTRUCTION PROCUREMENTS OF 10,000 RSF OR MORE.

14. For projects 10,000 RSF and above, a LEED®-NC scorecard documenting the proposed credits to be achieved is required to be submitted. The total points achieved must meet or exceed 33 and all prerequisite requirements must be met. Along with the proposed scorecard, the Offeror shall submit a brief statement outlining how each of the points proposed on the scorecard will be achieved.
 - a. From the following 7 LEED® credits, 8 points must be achieved on the project:
 - i. Water Efficiency: Credit 1.1 Water Use Reduction 50%
 - ii. Energy & Atmosphere: Credit 3 Enhanced Commissioning
 - iii. Energy & Atmosphere: Credit 1 Optimize Energy Performance—
Must achieve 2 points
 - iv. Materials and Resources: Credit 5.2 Regional Materials, 20%
Manufactured Regionally
 - v. Indoor Environmental Quality: Credit 2 Increased Ventilation
 - vi. Indoor Environmental Quality: Credit 3.2 Construction IAQ
Management Plan, Before Occupancy

- vii. Innovation & Design: Credit 2 LEED® Accredited Professional
 - b. The Lessor must identify the USGBC LEED® Accredited Professionals (APs) as team members, including their roles throughout the project.
 - c. Submittal Requirement:
 - i. With the initial lease offer the Offeror shall provide name of proposed LEED® AP team member and qualifications document for integrative design practice.
 - ii. At project completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies of all supporting documentation for certification on compact disk.
- C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
- D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.
- E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:
- 1. Rate structure required from subparagraph B shall include the following:
[Subparagraphs a-c text deleted for ease of reference]
 - d. The annual amortized cost of the Tenant Improvements Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. The Tenant Improvements Allowance is stated in the Tenant Improvements Included in Offer paragraph elsewhere in this solicitation. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Improvements Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.

- F. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:
- 1. Rate structure required from subparagraph B shall include the following:
 - a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant

Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.

- b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
- c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.
- d. The annual amortized cost of the Tenant Improvements Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. The Tenant Improvements Allowance is stated in the Tenant Improvements Included in Offer paragraph elsewhere in this solicitation. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Improvements Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
- e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.
- f. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.

3. Requirements For Agencies Requesting Use of LEED® for Commercial Interiors (LEED®-CI)

SFO Section 1

UNIQUE REQUIREMENTS (DEC 2007) [ADDED SUBPARAGRAPHS]

- B. The tenant space must meet the requirements of LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors) Certified level at a minimum. The successful Lessor, at the Lessor's expense, shall obtain certification from the U.S. Green Building Council (USGBC) within 9 months of project occupancy. For requirements to achieve certification, Lessor must refer to version 2.0 or the current version at the time of submittal of the LEED®-CI Reference Guide at <http://www.usgbc.org/LEED/CI>. At completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF copied to disk from the LEED®-Online workspace and templates. In addition, the Offeror will provide GSA viewing access to the LEED®-Online workspace during design and through the term of the lease.
- C. If the Lessor fails to achieve LEED® certification within 9 months of occupancy, the Government may implement a corrective action program and deduct its costs from the rent.

D. SUBMITTAL REQUIREMENT:

1. With the initial offer the Offeror shall provide name of proposed LEED® AP team member and qualifications document for integrative design practice.
2. At project completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies of all supporting documentation for certification on compact disk.

AND

HOW TO OFFER (DEC 2007) [ADDED SUBPARAGRAPHS]

**ACTION REQUIRED: THIS IS THE SECOND SUBPARAGRAPH 14.
IT IS MANDATORY TO USE THE BELOW SUBPARAGRAPH 14 WHEN LEED®-CI IS REQUESTED BY THE CUSTOMER.
REMEMBER TO DELETE ONE OR BOTH SUBPARAGRAPH 14'S WHEN NOT USING.**

14. A LEED®-CI scorecard documenting the proposed credits to be achieved. The total points achieved must meet or exceed 26 and all prerequisite requirements must be met. Along with the proposed scorecard, the Offeror

shall submit a brief statement outlining how each of the points proposed on the scorecard will be achieved.

- a. From the following: 8 LEED® credits must be achieved on the project:
 - i. Water Efficiency: Credit 1.2: Water Use Reduction 30%
 - ii. Energy & Atmosphere: Credit 1.1 Optimize Performance – Lighting Power – 1 Point
 - iii. Energy & Atmosphere: Credit 1.3 Optimize Energy Performance- HVAC – 1 Point
 - iv. Energy & Atmosphere: Credit 2: Enhanced Commissioning
 - v. Materials and Resources: Credit 5.1: Regional Materials 20% Manufactured Regionally
 - vi. Indoor Environmental Quality: Credit 2: Increased Ventilation
 - vii. Indoor Environmental Quality: Credit 3.2: Construction IAQ Management Plan, Before Occupancy
 - viii. Innovation & Design: Credit 2 LEED® Accredited Professional
- b. The Lessor must identify the USGBC LEED® accredited professionals (APs) as team members, including their roles throughout the project.
- c. Submittal Requirement:
 - i. With the initial offer the Offeror shall provide name of proposed LEED® Accredited Professional (AP) team member and qualifications document for integrative design practice.
 - ii. At project completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies of all supporting documentation for certification on compact disk.

AND

BUILDING SHELL REQUIREMENTS (DEC 2007) [MODIFIED SUBPARAGRAPH 14]

ACTION REQUIRED: USE SUBPARAGRAPH 14 FOR AGENCIES REQUESTING USE OF LEED® FOR COMMERCIAL INTERIORS (LEED®-CI).

14. The building shell requirements shall include modifications incorporated into the contract documents for the space to meet the requirements of LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors) Certified level at a minimum and be certified by the USGBC (U.S. Green Building Council). The Lessor must coordinate any requirements to meet LEED®-CI Certified level for the building shell with the tenant improvements.

TENANT IMPROVEMENTS INCLUDED IN OFFER (DEC 2007) [MODIFIED
SUBPARAGRAPH C]

ACTION REQUIRED: USE SUBPARAGRAPHS A B AND C FOR AGENCIES REQUESTING USE OF LEED® FOR COMMERCIAL INTERIORS (LEED®-CI). FOR ALL OTHER PROCUREMENTS, USE ONLY SUBPARAGRAPHS A AND B, AND DELETE SUBPARAGRAPH C.

- A. The Tenant Improvements allowance _____ per ANSI/BOMA Office Area square foot. The Tenant Improvements Allowance shall be used for the buildout of the Government demised area in accordance with the Government approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.
- B. The Tenant Improvements Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.
- C. The project tenant improvements shall incorporate the necessary design parameters into the construction documents for the space to meet the requirements of LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors). The Lessor must coordinate the requirements to meet LEED®-CI Certified level for the tenant improvements with the building shell requirements.

OTHER FACTORS (DEC 2007) [ADDED SUBPARAGRAPHS]

ACTION REQUIRED: ONLY USE THE BELOW SUBPARAGRAPHS 6 THROUGH 7 FOR AGENCIES REQUESTING USE OF LEED® FOR COMMERCIAL INTERIORS (LEED®-CI). DELETE OTHERWISE.

- C.
6. Energy Star Building: the building has achieved an ENERGY STAR Score of 75 or higher.
 7. Submittal Requirement:
 - a. With the initial offer, the Offeror shall provide a Statement of Energy Performance from the Energy Star Portfolio Manager Web site at http://energystar.gov/index.cfm?c=evaluate_performance.bus_portfolio

manager. To create a portfolio manager account, login to <https://www.energystar.gov/istar/pmpam/>. The Statement of Energy Performance is a summary of the building's energy performance for the previous calendar year 1 and reflects the offered building's Energy Star rating based on its actual energy consumption, facility characteristics (size, occupancy, operation hours, number of computers) and is sealed by a professional engineer.

- b. Statement of Energy Performance must reflect building performance within 4 months of the period ending date.

| End of Attachment 2

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