(New language highlighted)

RLP:

## **3.05 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (NOV 2018~~OCT 2016~~)**

In the event that a Building is unable to obtain an ENERGY STAR® label during a temporary suspension in EPA’s issuance of certificates, the Government will toll all requirements for a label by extending the period of time by which an offeror must provide evidence of achieving the ENERGY STAR® label, “Designed to Earn the Energy Star®” certification, or Target Finder scores of 75 or higher, to be equal to the time period of the EPA suspension and review. Offers must provide a statement that the offeror was foreclosed from being awarded an ENERGY STAR® label or other evidence of capability to achieve a label, solely as a result of the EPA actions. The procurement will proceed to award. Offerors who are affected by the review and suspension will not be eliminated from the competition on that basis. Post award, the Building must achieve an ENERGY STAR® label in accordance with the time frames in this provision, unless the LCO approves a time extension as described under the Lease paragraph ENERGY INDEPENDENCE AND SECURITY ACT (SMALL), sub-paragraph C.

A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.

B. If the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space

**Note:** Additional information can be found on http:/**/**www.gsa.gov**/**leasing under “Green Leasing.”

C. 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.

D. Instructions for obtaining an ENERGY STAR® Label are provided at http:/**/‌**www.energystar.gov**/‌**eslabel (use “Portfolio Manager” to apply). ENERGY STAR® tools and resources can be found at <https://www.energystar.gov/> . The ENERGY STAR® Building Upgrade Manual (http:/**/‌**www.energystar‌.gov/) and Building Upgrade Value Calculator (http:/**/‌**www.energystar.gov**/‌**financialevaluation) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

E. If the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government’s acceptance of the Space

F. 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.

Lease:

## **2.11 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (NOV 2018~~SEP 2015~~)**

1. The Lessor shall either earn the ENERGY STAR® Label or complete all cost effective energy efficiency and conservation improvements, agreed to by Lessor prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).
2. If this Lease was awarded to an existing Building that was unable to earn the ENERGY STAR® label for the most recent year (as defined above) during EPA’s temporary suspension in the issuance of ENERGY STAR® labels, then the Lessor must earn the ENERGY STAR® label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease), subject to a time extension as described under sub-paragraph C below.
3. Notwithstanding the post-award timeframes specified above for achieving the ENERGY STAR® label, the LCO shall grant an additional time extension to the Lessor in instances where the Lessor is unable to obtain an ENERGY STAR® label due to EPA’s review and temporary suspension in certification, provided the Lessor has demonstrated, to the satisfaction of the LCO, that such suspension delayed their ability to obtain the ENERGY STAR® label in a timely manner. Such time extension, which shall be the Lessor’s sole remedy, shall not exceed the length of time associated with the EPA suspension for the affected property category.