

REQUEST FOR PROPOSAL NO. 411205
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ENCLOSURE 1 RFP PROVISIONS AND INSTRUCTIONS

SUBMISSION OF PROPOSALS

Technical proposals shall be arranged as outlined in the Instructions for the Preparation of Technical and Price Proposals, Enclosure 3. Proposals should be prepared simply and economically, and provide a straightforward, concise delineation of the information. Emphasis should be on completeness and clarity. Elaborate brochures or other presentations are neither required nor desired.

One original, signed by a representative of the Offeror and three additional copies are required for each proposal submitted.

Proposals must be accompanied by six (6) samples of each model of lamp and six (6) samples of each type of packaging offered in response to this RFP. Samples will be used to verify lamp dimensions and other characteristics. Sample lamps and packaging will not be returned. All sample lamps shall be tagged with Offeror's name and RFP No. 411205.

Envelopes containing proposals should be marked in the lower right hand corner with "Proposal to RFP No. 411205." Proposals must be received by Battelle no later than **November 22, 2002**.

Proposals to be transmitted via regular mail, a commercial delivery service, U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee, or hand carried should be addressed as follows:

Battelle Pacific Northwest Division
Battelle Washington DC Operations Office
901 D Street, SW, Suite 900
Washington DC 20024
Attn: Leslie Nicholls

Requests for explanation or interpretation must be submitted in writing to Leslie Nicholls, five days prior to due date by fax at (202) 646-5237 or by e-mail at: le.nicholls@pnl.gov.

LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS

- A. Any offer received by Battelle after the exact time specified for receipt will not be considered unless it is received before the award is made and it:
 - 1. Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - 2. Was sent by mail and it is determined by Battelle that the late receipt was due solely to mishandling by Battelle after receipt by Battelle; or
 - 3. Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee not later than 5:00 p.m. two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
 - 4. Is the only proposal received.
- B. Any modification of an offer, except a modification resulting from Battelle's request for "best and final" offers, is subject to the same conditions as in Subparagraph A.1., A.2., and A.3. above.
- C. A modification resulting from Battelle's request for "best and final" offers received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by Battelle after receipt by Battelle.

- D. The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- E. The only acceptable evidence to establish the time of receipt by Battelle is the time/date stamp of Battelle on the offer wrapper or other documentary evidence of receipt maintained by Battelle.
- F. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in Paragraph D. of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- G. Notwithstanding Paragraph A. above, a late modification of an otherwise successful offer that makes its terms more favorable will be considered at any time it is received and may be accepted.
- H. Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

TREATMENT OF PROPOSAL DATA

- A. Although not specifically requested by the RFP, the proposal may include technical data and other data, including trade secrets and/or privileged or confidential commercial or financial information, which the Offeror does not want disclosed to the public or used by Battelle or the Government for any purpose other than proposal evaluation. To protect such data, the Offeror will specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the proposal with the following notice:

NOTICE

The data contained in pages ___ of this proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential commercial or financial information, and such data shall be used or disclosed only for evaluation purposes, Battelle and the Government shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit Battelle's and the Government's right to use or disclose data obtained without restriction from any source, including the Offeror.

Reference to this notice on the cover sheet should be placed on each page to which the notice applies. Battelle assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose.

- B. Should a contract be awarded based on a proposal, it is policy, in consideration of the award, to obtain unlimited rights for the Government in technical data contained in the proposal unless the prospective subcontractor marks those portions of the technical information that he asserts as "proprietary data," or

specifies those portions of such technical data that are not directly related to or will not be utilized in the work to be funded under this subcontract. "Proprietary data" are defined as technical data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data: (1) are not generally known or available from other sources without obligation concerning their confidentiality; (2) have not been made available by the owner to others without obligation concerning their confidentiality; and (3) are not already available to the Government without obligation concerning their confidentiality. An Offeror who receives a contract award shall mark the data identified as proprietary by specifying the appropriate proposal page number to be inserted in the Rights to Proposal Data clause below. Subject to the concurrence of Battelle, information unrelated to the subject may be deleted from the proposal by the Offeror. The responsibility, however, of identifying technical data as proprietary or deleting it as unrelated rests with the Offeror.

- C. The following clause shall be included in any contract based on a proposal. This clause is intended to apply only to technical data and not to other data, such as privileged or confidential commercial or financial information.

RIGHTS TO PROPOSAL DATA

Except for technical data contained on pages ___ of the contractor's proposal dated _____, which are asserted by the Contractor as being proprietary data, it is agreed that as a condition of the award of this contract, notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, and disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

PUBLIC LAW 95-516

Public Law 95-516 provides that small businesses which meet the criteria of the law may acquire by contract greater rights with regard to patents than was afforded under previous laws and regulations. Under the new law, small businesses and non-profit organizations may elect to retain title to any inventions which are conceived or first actually reduced to practice in the performance of work under a funding agreement with a Federal agency for the performance of experimental, developmental, or research work. In the event you qualify as a small business or non-profit organization under Section 2 of Public Law 85-536 (15 USC 632) or Section 501 (c) (3) of the Internal Revenue Code of 1954 (26 USC 501 (c)), and so certify by executing the enclosed Patent Rights Certification, the appropriate patent rights clause for small businesses and non-profit organizations will be included in the agreement.

STATEMENT OF WORK

The Statement of Work for the screw-base compact fluorescent Reflector type lamps (R-Lamps) and services required is in Enclosure 2.

AMENDMENTS TO RFP

If this RFP is amended, all provisions which are not modified remain unchanged.

Offerors shall acknowledge receipt of any amendment of this RFP (a) by signing and returning the form provided for such purpose; (b) by stating in its proposal that the amendment (date and number) was received and considered in formulating the proposal; or (c) by letter or telegram. Battelle must receive the acknowledgement by the time specified for receipt of proposals.

EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective Offeror desiring an explanation or interpretation of the RFP must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their offers. Oral explanations or

instruction given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning the RFP will be furnished promptly to all other prospective Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offeror.

BASIC ORDER AGREEMENT (BOA) AWARD

Battelle will award agreement(s) resulting from this RFP to the responsible Offeror(s) whose offer(s), conforming to the RFP, will be most advantageous for Battelle, price and other factors considered and as specified in Enclosure 4, Evaluation Criteria.

As a result of this solicitation, Battelle may make multiple awards, one award, or no award, whichever is in the best interest of Battelle.

Award may be made on the initial offers received, without discussions. Therefore, initial proposals should contain the Offeror's best price and technical terms.

Battelle may reject any or all offers or waive informalities and minor irregularities in offers received. Battelle is not obligated to pay any cost incurred in the preparation and submission of a proposal, nor to enter into an agreement with any Offeror.

There will be no public opening of proposals. Offerors will be advised when source selection has been made. By submitting a proposal an Offeror represents that its proposal is firm for ninety (90) days after the proposal due date.

AUTHORIZED NEGOTIATORS

If a negotiation meeting is held, the Offeror shall designate as its negotiator a person who is authorized to make legally binding commitments without further review or approval. If, for any reason, it is impractical for the Offeror to be represented at a negotiation meeting by other than a person fully authorized to act in its behalf, Battelle shall be notified sufficiently in advance to allow a decision to be made whether the negotiations should proceed as scheduled or be postponed. The Offeror's notice, if originally given orally, shall be confirmed in writing.

ENCLOSURE 2 STATEMENT OF WORK

1.0 Introduction

The U.S. Department of Energy's (DOE) Pacific Northwest National Laboratory (PNNL) at Richland, Washington is interested in receiving proposals for furnishing and delivery of screw-base compact fluorescent reflector lamp (CFL) products **specifically designed for application in insulated ceiling rated (IC), airtight (AT) recessed fixtures**. The Pacific Northwest Division of Battelle Memorial Institute (Battelle) operates PNNL for DOE under Prime Contract DE-AC06-76RL01830 and is the legal entity issuing this RFP. CFL's will not be purchased by PNNL nor the DOE under any resulting award. The sole purpose of this solicitation is to enable independent CFL buyers to purchase directly from selected suppliers under this program.

BACKGROUND

In support of the U.S. Department of Energy, the Northwest Energy Efficiency Alliance, and others, PNNL is organizing a program to speed the commercial introduction and early market acceptance of CFL reflector products suitable for operating in IC/AT recessed downlights.

DOE has determined that, given the market size and the number of "off the shelf" technology solutions, there is a significant opportunity to improve the performance and market acceptance of CFL reflector products for IC/AT downlight applications. This program is using a DOE process called technology procurement to speed commercialization of new products. (See Attachment 1 for a general description of technology procurement, and Attachment 2 for a description of this R-Lamp technology procurement.)

This program focuses specifically on CFL reflector products used in existing single and multi-family residences and low rise commercial buildings. The program is promoting sales of CFL reflector products to intermediate buyers, such as large volume retailers and electrical wholesalers; end use buyers, such as public agencies and production builders; as well as companies and organizations that can influence the intermediate and end use buyer market, such as electric utilities. The program has three main elements:

- 1) interaction with potential large volume buyers of these products (such as home centers/retailers and production builders) and organizations that influence these buyers (such as electric utilities and energy conservation organizations) to help define the desired characteristics and to develop interest in their purchase;
- 2) award of basic ordering agreements to selected Offerors that stipulate the prices and terms of supplying new products through this program to participating large volume buyers;
- 3) promotion of the products made available through this program to potential large volume buyers, in cooperation with electric utilities and energy conservation organizations.

This technology procurement is designed to address the following technical problems common among CFL reflector products presently in the market:

- 1) Inadequate light output and extremely wide beam spread compared to incandescent flood-type R-lamps.
- 2) Excessive lamp length that causes fit and glare problems in recessed downlights.
- 3) Reduced lumen output and lamp life resulting from high lamp and ambient temperatures when operated within IC/AT recessed downlights.

This technology procurement is designed to help introduce new products to address the above technical problems and is expected to provide large volume buyers with better performing CFL reflector products. The ultimate goal of the program is to substantially increase the market availability of CFL reflector products suitable for operation in IC/AT recessed downlights.

Recessed downlights are by far the most popular residential fixture. The U. S. Census Bureau reported that about 21.6 million residential recessed fixtures were sold in 2000. Although precise figures on the number of installed recessed downlights fixtures are not available, we estimate 350 million are installed in residential buildings, with

almost all using incandescent light sources. The U.S. Department of Energy and the Northwest Energy Efficiency Alliance, as well as numerous other utility and market transformation organizations are interested in promoting CFL reflector products selected as part of this program. See Attachment 3 Expressions of Interest from Potential Large Volume Buyers, Electric Utilities, and Conservation Organizations for copies of letters of support. Based on this, and other information, the product sales goal for this program is 1 million lamps over a 2 year period. A significant market opportunity exists for those suppliers who produce a product that can successfully compete with incandescent reflector products.

PNNL is seeking supplier(s) to supply CFL reflector products to a variety of buyers and provide superior warranty and return services. Selected suppliers will be awarded Basic Ordering Agreements (BOA) [Enclosure 5] with a 12-month period of performance, with an option for an additional 12-month period of performance, to be exercised at the sole discretion of PNNL. Neither DOE, PNNL, nor other cooperating organizations intend to directly purchase CFL reflector products. PNNL is acting in a third party role.

Successful Offeror(s) under the program shall be responsible for having complied with all applicable Federal and state regulatory and safety standards, regulations, and laws concerning these types of CFL reflector products. This includes certification of safety, Federal Communications Commissions standards on electromagnetic interference from fluorescent lighting. All Offerors must have the authority to sell product throughout the United States and its territories.

Offerors that are selected under this program (successful Offerors) will sign a BOA, and will become suppliers of CFL reflector products with specific prices, terms, and conditions. Program buyers will purchase CFLs according to a schedule of maximum delivered prices and other conditions agreed to by the successful Offeror(s) on this solicitation. The Offerors will be expected to supply CFL reflector products meeting the technical requirements in this statement of work, following an announced delivered price schedule, and backed by the warranty and return policies and procedures discussed below.

2.0 CFL Reflector Product REQUIREMENTS

The Offeror shall provide a detailed description of the CFL reflector products being offered for sale under this contract. The following are the **minimum specifications** that shall be met by any CFL Reflector Product delivered under this contract. **Offers that do not meet the minimum technical specifications will be deemed non-responsive and be automatically rejected.**

2.1 Mandatory Qualification Requirements

A. Technical Requirements

The Offeror shall self-certify or provide proof of certification that each CFL Reflector Product proposed meets or exceeds the following technical requirements. Six (6) samples of each R-lamp model offered shall be included with the proposal for evaluation. These lamps will not be returned to the Offeror.

1. CFL reflector products shall comply with ENERGY STAR[®] CFL Specifications under *Scope D: single based compact fluorescent lamps with integral electronic ballasts and which have a reflector that may be open or closed. The lamp will be intended to replace primarily wide beam incandescent reflector lamps.* ENERGY STAR CFL Specifications can be found at:

http://www.energystar.gov/products/cfls/EnergyStarCFLSpecification_Final_8.9.01.pdf

It is expected that some CFL reflector products, especially newer models, will not have ENERGY STAR approval at the time of submission to this procurement. In cases where a lamp model is currently undergoing ENERGY STAR testing, the manufacturer shall provide and expected approval date. Manufacturers with new lamp models, or existing models that have not been submitted to ENERGY STAR for approval, should indicate 1) submission date (anticipated in some cases), and 2) expected approval date. These lamp models are eligible for inclusion in this procurement, but only after ENERGY STAR approval is attained.

2. In addition, proposed products shall also comply with the following specifications:

Table 1. CFL reflector products for Insulated Ceiling, Airtight fixtures

Feature	Minimum Requirement	Verified By
Operating Temperature Rating	Maximum Ambient Temperature rating of at least 60° C. The offeror shall provide a maximum ambient temperature for which the warranty is valid, and for which the manufacturer believes the lamp can reliably operate.	Laboratory tests will be conducted on lamp samples in a simulated insulated ceiling environment. (See Section 4.) Measured ambient temperatures shall not exceed the maximum rated ambient temperature for the products (60° C minimum).
Electrolytic Capacitor(s) Rating	R-lamp electrolytic capacitor(s) rating of at least 125° C with a minimum operating life of 5,000 hours.	Offeror shall state the type of electrolytic capacitor(s) used, and its (their) manufacturer-specified maximum operating temperature, as well as the manufacturer-specified operating life for the capacitor at that temperature. The operational life/mortality curve/Mean Time To Failure (MTTF) should be specified for the electrolytic capacitor. Laboratory tests will be conducted on lamp samples in a simulated insulated ceiling environment. (See Section 4) Measured electrolytic capacitor operating temperatures shall not exceed the maximum rated operating temperature for the capacitor (125° C minimum).
Size Characteristics R30-type Products R40-type Products (BR, PAR, etc. products also qualify)	Maximum Overall Length (MOL): 5.6 inches 6.6 inches	MOL measured and verified by PNNL.
Luminous Flux	500 lumens (initial) minimum, when operated in a simulated insulated ceiling environment. When operated at 60° C, lamp shall maintain 90% of luminous flux achieved while operating at 25° C.	Offeror shall provide IESNA LM -66-2000 <i>Electrical and Photometric Measurements of Single-Ended Compact Fluorescent Lamps</i> report with their submittal. Laboratory tests will be conducted on lamp samples in a simulated insulated ceiling environment by PNNL. (See Section 4.1.)
Beam angle	Maximum 120 degrees.	Offeror shall specify beam angle in proposal. Photometric testing of beam angle in accordance with IESNA tests LM -20 and LM -9 from an accredited laboratory shall be provided.
Color Rendering Index	80 or higher	Self certify.
Correlated Color Temperature	2700-3000K	Self certify.
Exception to these Requirements: R-lamp designs that meet the intent of this procurement through atypical/innovate lamp designs will be considered on an individual basis, provided, 1) there is an overriding and compelling benefit, as described in the Offeror's proposal and; 2) is approved by the evaluation committee as being consistent with the overall purposes of this RFP.		

2.2 Delivery

Offeror shall discuss delivery schedule and service in the response to this solicitation. Offerors will be required to begin taking orders for lamps within 120 days after signing a Basic Ordering Agreement with PNNL.

Offeror shall provide delivery to buyers at prices to be specified in the response to this solicitation. Deliveries shall be made within 30 calendar days from receipt of a customer's order.

2.3 Warranty and Other After-Sale Service

Offeror shall offer a standard warranty service package fully covering product performance and failure for one year from date of purchase (Energy Star minimum is one year). Offerors are encouraged to offer superior warranty service and maximum convenience to customers; for example, including agreements with retailers to accept for refund or replacement inoperable products that are returned by customers, or prepaid shipping agreements with express package delivery firms. **Offeror shall attach the text of applicable warranty features and conditions.**

2.4 Price

The Offeror shall fill out the attached price schedules (Enclosure 3) **for all locations** to facilitate the review. Note that these are **maximum** prices. If later market circumstances warrant, the Offeror is free to reduce any price offered in response to this solicitation.

Note: Shipping costs to Zone 5 locations can vary by an order of magnitude, depending on the method of shipping (postal service, air freight, etc.) chosen. For Zone 5 in particular, please bid the least expensive method of delivery that will provide delivery within 30 calendar days of receipt of order.

3.0 Responsibilities of the Parties

The successful Offerors are expected to become suppliers of CFL reflector products covered by this solicitation to the buyers participating in this program.

3.1. Manufacturer Contact Information

Suppliers are required to provide a toll-free telephone number and a toll-free fax number, which PNNL will make available to buyers via a web site and printed promotional literature. Suppliers are encouraged to provide product brochures and graphics suitable for placement on a promotional web site, which PNNL will maintain. The web site will provide an overview of the CFL Reflector Product Program, a description of the products available, and the toll-free telephone and fax numbers of the suppliers. If a supplier provides an Internet link for direct Internet ordering, PNNL will include that link and related information in the CFL Reflector Product web site.

3.2. Program Promotion

The U.S. Department of Energy and PNNL will promote this program at the national level through news releases and publications, and will feature the roles of the participating suppliers in these promotional materials. The Northwest Energy Efficiency Alliance (Alliance) will promote products for which a Basic Ordering Agreement has been established via the Energy Star Residential Lighting Program in the states of Oregon, Washington, Idaho, and Montana. Those products will also be promoted and made available for purchasing on the Alliance's web site, BetterBulbsDirect.com.

3.3. Reporting

For the purpose of evaluating the program in saving energy and consumer costs, suppliers will be required to report the volume of sales under this program to PNNL on a monthly basis. Sales information will not be reported, except in aggregate, and specific manufacturer sales will be treated as confidential. The following is an outline of the required information to be delivered to PNNL.

a. Reporting shall be done via electronic mail to PNNL on the 3rd working day of each month and shall include the following:

- Number of CFL reflector products shipped in the previous month, by model

- Number of CFL reflector products acquired through this program that were serviced or replaced under warranty.

b. For each recessed CFL Reflector Product order received, the supplier shall use their best effort to collect and maintain, for reporting purposes, the following:

- Type of company placing the order, builder, retailer, wholesaler, government (federal, state, city), or other.

4.0 Acceptance Test

Lamps shall be tested, listed, and labeled by an organization accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) or the American Association for Laboratory Accreditation (A2LA) as having the capability for testing, listing, and labeling CFLs. These organizations include Underwriters Laboratories (UL), Intertek Testing Services Performance Division (formerly ETL Testing Laboratories), Factory Mutual, and others. Listing and labeling are as defined in the National Electrical Code.

A combination of short-term and life testing will be employed by PNNL to select CFL reflector products as part of this procurement. Lamps will undergo initial short-term testing (described in section 4.1) to demonstrate compliance with certain minimum specifications listed in Table 1. Lamp models that meet the minimum qualifications, pass the short-term testing, and are determined to be in a competitive range in the technical and cost evaluation will be selected for inclusion in the life testing phase of this program. Full life testing is explained in section 4.2. Manufacturers will be expected to cover the cost of full life testing,

4.1 Short-Term Acceptance Test

Short-term tests will be conducted at no cost to the manufacturer, and will target the Maximum Ambient Temperature and the Electrolytic Capacitor.

4.1.1 Test Apparatus

Lamps will be tested in an IC airtight recessed downlight fixture installed in an apparatus designed to simulate an insulated ceiling environment. The test apparatus is constructed of ½" plywood and cut to create a 24" wide x 24" deep x 18" high box equipped with a "tight fitting" lid. In addition, 2" of polyisocyanurate (R-7.2) rigid board insulation is applied to the outside of the four (4) side panels. A standard IC rated, airtight, incandescent fixture will be installed in the base of the apparatus. Loose-fill cellulose insulation will be installed to a depth of 12 inches. See Attachment 4 for a schematic of the test apparatus.

4.1.2 Maximum Ambient Temperature Testing

Maximum ambient temperatures will be measured over a six (6) hour time period. A temperature sensor will be positioned at a point midway between the centroid of the lamp ballast and the sidewall of the recessed fixture housing. This reading will be used for determining compliance and for allocating points (beyond the minimum requirement) for scoring purposes. See Attachment 4 for a schematic of the measurement location.

4.1.3 Electrolytic Capacitor Testing

The temperature of the primary electrolytic capacitor will be measured over a six (6) hour period (concurrent with maximum ambient temperature testing). **The manufacturer shall provide an access hole(s) in the ballast casing of one of the six lamps submitted with the proposal. This hole must be no smaller than ¼", and is needed to allow testing of the electrolytic capacitor.** The location of the access hole will be determined by the manufacturer and shall be in such a location as to facilitate access to the electrolytic capacitor for attachment of the temperature probe. The temperature probe shall be "thermally cemented" directly to the primary electrolytic capacitor and the access hole sealed with silicone caulking. This temperature reading will be used to verify the steady-state operating temperature of the electrolytic capacitor and will be used in allocating points for scoring purposes.

4.2 Life Testing

Lamp models that are successful in the Short-Term Acceptance Test and are selected based upon the evaluation criteria, will be moved into Life Testing. Life testing consists of 6,000 hour rated life testing in a test apparatus capable of maintaining $60^{\circ}\text{C} \pm 10^{\circ}\text{C}$ and otherwise following the IESNA LM-65-1991 *Life Testing of Single-Ended Compact Fluorescent Lamps* test procedure. Lamp models that claim an average rated life greater than 6,000 hours (minimum for ENERGY STAR qualification) must complete a rated life test consistent with their rated life. A sample size of ten (10) lamps for each model will be subjected to the test. These lamps must be supplied to the test facility by the manufacturer.

4.2.1 Cost to the Manufacturer

Manufacturers will be expected to cover the cost of full life testing, which is expected to cost \$3,000 - \$4,000 per model.

4.3 Confidentiality

Test results and other proposal-related information will be treated as business sensitive/confidential and will be shared only with the PNNL proposal evaluation committee and the manufacturer.

5. Substitutions and Additions.

After Basic Ordering Agreements are signed pursuant to this RFP, suppliers will be allowed to offer either additional models of CFL Reflector products, to substitute new models for models previously offered, or both. PNNL will determine whether to permit these additions or substitutions under the agreements, on the basis of whether such additions or substitutions appear to be in the best interests of the buyers, and the supplier's past performance under the agreement (e.g., experience to date with the supplier's product performance, delivery record, and related services). To be in the buyers' best interest, the new product offering must score at least as well as existing products on the Phase 2 evaluation criteria or offer significant other benefits (e.g, new features or exceptional durability), or both, as determined by PNNL.

ENCLOSURE 3 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

TECHNICAL PROPOSAL INSTRUCTIONS

Submit the technical proposal as a separate part of the total proposal package.

Omit all cost or pricing details from the technical proposal. The technical proposal shall explain the resources and methodology to be employed in the performance of the work (see Enclosure 2, Statement of Work) and presented in a manner to allow for review and evaluation in accordance with Enclosure 4, Evaluation Criteria.

Data to Submit with Proposal:

1. Detailed Description of each CFL reflector product offered.
2. Self-Certification or proof of Certification for all Technical Requirements in Enclosure 2, Section 1.A.
3. Detailed description of all Supplier Requirements in Enclosure 2, Section 1.B.
4. Completed Price Sheet for each CFL R-Lamp offered.
5. Six (6) samples of each CFL reflector product offered.
6. Statement of acceptance of the terms and conditions listed in the BOA in Enclosure 5.

PRICE PROPOSAL INSTRUCTIONS

The price proposal shall be specific, complete in every detail, and separate from the technical proposal, using the Price Sheet on the following page. Prices shall be maximum price and the Offeror is free to reduce pricing during the life of the BOA. A completed sample Price Sheet has been included.

Note: Shipping costs to Zone 5 locations can vary by an order of magnitude, depending on the method of shipping (postal service, air freight, etc.) chosen. For Zone 5 in particular, bid the least expensive method of delivery that will provide delivery within 30 calendar days of receipt of order.

PRICE SHEET

Quote your best price, delivery on the models described below and as described in the attached specification. Price evaluation will be performed on the best delivered price (item 1 plus item 2). Provide a separate price sheet for each model of CFL reflector product. Make extra copies of this sheet as necessary.

Model #: _____

Rated Lamp Wattage: _____

Item	Description	Delivery Zone	Price per CFL reflector product by Size of Order (Please state your minimum order size below. It must not be more than 10)				
			Minimum quantity: _____	11-99 Units	100-500 Units	501-999 Units	1000 + Units
1	Supply CFL reflector product and 2 year warranty to buyers	N/A					
2	Delivery Charges Note: see special instructions for Zone 5 in Section 2.6 of the Statement of Work, Enclosure 3	Zone 1, per Unit					
		Zone 2, per Unit					
		Zone 3, per Unit					
		Zone 4, per Unit					
		Zone 5, per Unit					
Zone	Geographic Area (Postal Code for State or Territory)						
1	AL, CT, DE, DC, FL, GA, KT, ME, MD, MA, MS, NH, NJ, NY, NC, PA, RI, SC, TN, VT, VA, WV						
2	AR, IL, IN, IA, KS, LA, MI, MN, MO, NE, NM, OH, OK, TX, WI						
3	AZ, CA, CO, ID, MT, NV, ND, UT, OR, SD, WA, WY						
4	AK, HI, PR						
5	AS (American Samoa), FM (Federated States of Micronesia), GU (Guam), MH (Marshall Islands), MP (Northern Mariana Islands), VI (U.S. Virgin Islands)						

SAMPLE PRICE SHEET

Please quote your best price, delivery on the articles described below and as described in the attached specification. Price evaluation will be performed on the best-delivered price (item 1 plus item 2). Provide a separate price sheet for each model of CFL reflector product. Make extra copies of this sheet as necessary.

Model #: ABC-15-R30 Rated Lamp Wattage: 15 W

Item	Description	Delivery Zone	Price per CFL reflector product by Size of Order (Please state your minimum order size below. It must not be more than 10)				
			Minimum quantity:	11-99 Units	100-500 Units	501-999 Units	1000 + Units
1	Supply CFL reflector products and 2 year warranty to buyers	N/A	6.61	6.00	5.58	5.01	4.56
2	Delivery Charges Note: see special instructions for Zone 5 in Section 2.6 of the Statement of Work, Enclosure 3	Zone 1, per Unit	.63	.32	.32	.32	.32
		Zone 2, per Unit	.63	.32	.32	.32	.32
		Zone 3, per Unit	.68	.36	.36	.36	.36
		Zone 4, per Unit	.76	.73	.72	.72	.72
		Zone 5, per Unit	1.11	1.84	1.68	1.11	1.65
Zone	Geographic Area (Postal Code for State or Territory)						
1	AL, CT, DE, DC, FL, GA, KT, ME, MD, MA, MS, NH, NJ, NY, NC, PA, RI, SC, TN, VT, VA, WV						
2	AR, IL, IN, IA, KS, LA, MI, MN, MO, NE, NM, OH, OK, TX, WI						
3	AZ, CA, CO, ID, MT, NV, ND, UT, OR, SD, WA, WY						
4	AK, HI, PR						
5	AS (American Samoa), FM (Federated States of Micronesia), GU (Guam), MH (Marshall Islands), MP (Northern Mariana Islands), VI (U.S. Virgin Islands)						

ENCLOSURE 4 EVALUATION CRITERIA

A technical evaluation team has been appointed to evaluate the proposals. Offers demonstrating the ability to meet all Mandatory Qualification Requirements (Enclosure 2, Section 2) will be determined responsive. Responsive proposals will be awarded points on technical merit. Proposals will be reviewed to determine the Offeror whose proposal contains the combination of those criteria offering the best overall value to PNNL and its partners. PNNL will not make an award at a significantly higher overall cost to achieve slightly superior technical features.

Responsive technical proposals shall be scored on a weighted numerical scale based upon the following:

1. Technical requirements
 - A. Proposals that do not meet the Mandatory Qualification Requirements criteria in Enclosure 2, Section 2 will not be considered responsive to the RFP and will not be evaluated further.
 - B. Points will be awarded according to the following criteria:
 - i. **High Operating Temperature Tolerance** Points will be awarded to submissions that exceed the minimum requirements for maximum rated operating temperature and maximum electrolytic capacitor operating temperature.
 1. Rated ambient temperature of at least 60° C. Points will be awarded for ambient temperature ratings higher than the minimum.
 2. R-Lamp capacitor rating of at least 125° C and operating life of 5,000 hours. Points will be awarded for temperature ratings/rated life higher than the minimum.
 - ii. **Beam Angle and Intensity** Points will be awarded based upon the degree to which proposed CFL reflector product models achieve a tighter beam angle beyond the minimum specification.
 - iii. **Superior Warranty and Return Service** Points will be awarded based on the extent to which the warranty of the CFL reflector products offered exceeds the minimum 1 year requirement plus return services including, but not limited to: warranty terms exceeding the 1-year minimum, offers to pay the full shipping costs for returning failed products, and other offers to improve the convenience to customers to exercise their warranty rights.
2. Price
 - A. Pricing will be evaluated upon the per CFL reflector product delivered price to buyers in the five delivery zones and from the lowest to highest based on a percentage algorithm relative to the other offers.
3. Scoring Matrix and Weighting:
 - A. Selection criteria and approximate weightings are presented in the Scoring Matrix below.

Scoring Matrix

Selection Criteria	Scoring
High Operating Temperature Tolerance	40%
Price to buyer	25%
Beam angle	25%
Superior warranty and return service	10%
Total:	100%

ENCLOSURE 5 SAMPLE BASIC ORDERING AGREEMENT (BOA)

BATTELLE MEMORIAL INSTITUTE
PACIFIC NORTHWEST DIVISION

SAMPLE BASIC ORDERING AGREEMENT NO. 411205

I. RECITALS

The following parties are the Battelle Memorial Institute, Pacific Northwest Division, an Ohio Corporation with principal offices in Columbus, Ohio (hereinafter called "Battelle"), and _____, a corporation located in _____, (hereinafter called "Contractor").

This Agreement is made for the delivery of services needed in connection with Battelle's management, operation and maintenance of the U.S. Department of Energy's Pacific Northwest National Laboratory in Richland, Washington, under Contract DE-AC06-76RL01830.

Battelle and the Contractor agree as follows:

This is a Basic Ordering Agreement to provide a volume purchase enhanced, direct ordering process of CFL R-lamps to large volume buyers, public agencies, production builders, companies and organizations.

Battelle reserves the right to discontinue this Agreement's future applicability upon 30 days written notice.

II. AGREEMENTS

1. Basic Ordering Agreement Date: The agreement date shall be the latter of either the Battelle representative or the Contractor representative signature dates in Article III.
2. Ordering Period: Orders may be issued from the Agreement date through a date exactly eight months later.
3. Fixed Unit Delivered Price: The maximum fixed unit prices shall not exceed those listed on the Proposal Price Sheet, attached hereto, and incorporated hereby. The following CFL R-lamps have been selected for award:

Model No. _____
 Model No. _____
 Model No. _____

4. New Product Submittal Process: Submission of new CFL R-lamps models is encouraged during the Agreement period. New models can be submitted at any time during the Agreement. A proposal must be sent to the Battelle Contracts Representative describing the new models including the product number, wattage, and delivered prices by zone. Three (3) copies of the proposed CFL R-lamps must be included with the proposal. The proposal must include a signed statement certifying that the lamps meet the RFP program minimum specifications (see RFP 411205).

Note: These CFL R-lamps will be evaluated using the evaluation criteria set forth in RFP 411205, and must score at least as well as the existing product(s) in this Agreement. Additional acceptance criteria may be instituted at the sole discretion of Battelle. Battelle will determine whether to permit these additions or substitutions under the Agreement, on the basis of whether such additions or substitutions appear to be in the best interests of the buyers, and the supplier's past

- performance under the Agreement (e.g., experience to date with the Contractor's product performance, delivery record, and related services).
5. Delivery: Delivery of the product shall be within 30 calendar days upon acceptance of delivery order by the Contractor. Delivery shall be prepaid, FOB Origin, with title and risk passing to Buyer upon departure of shipment from carrier's dock.
 6. Change Orders: No communication, written or oral, from any person other than a Battelle Contracts Representative, shall constitute a change order in accordance with this Basic Ordering Agreement.
 7. Responsibility: Delivery orders under this BOA shall be made in the name of the Contractor and Buyer, and shall not bind nor purport to bind Battelle to any contractual obligation.
 8. Delivery Order Form: Orders issued during the ordering period of this Agreement and not completed within that time shall be completed by the Contractor within the time specified in the order, and the rights and obligations of the Contractor and Battelle respecting those orders shall be governed by the terms of the Agreement to the same extent as if completed during the ordering period.
 9. Reporting: The Contractor shall report via electronic mail to Battelle sales data pertaining to delivery orders issued under this BOA. The Contractor shall deliver a report to Battelle by the 3rd working day of each month that includes the following:
 - Number of CFL R-lamps shipped in the previous month, by model
 - Number of CFL R-lamps acquired through this program that were serviced or replaced under warranty

For each recessed CFL R-lamp order received, the Contractor shall use their best effort to collect and maintain, for occasional (no more than twice per year) reporting purposes, the following:

 - Type of company placing order:
 - . Utility
 - . Retailer
 - . Wholesaler
 - . Government (federal, state, city)
 - . Other

Battelle will provide an electronic spreadsheet template to track the requisite information for the monthly and occasional reporting requirements.
 10. Agreement Modifications: This Agreement contains the entire understanding between the parties, and there are no understandings or representations not set forth or incorporated by reference herein. No communication, written or oral, by other than a Battelle Contracts Representative shall be effective to modify or otherwise affect the provisions of the Agreement.
 11. Agreement Contents: In addition to this Schedule, the Agreement consists of:
 - Statement of Work
 - Representations and Certifications
 - Contractor Proposal
 12. Third Party Beneficiaries: The Contractor acknowledges that this Agreement is for the benefit of the aforementioned buying entities. Therefore, except as expressly provided herein, the Contractor shall look solely to such Buyers for the receipt of funds for any items purchased, and shall hold Battelle harmless for any loss or claim of loss in connection with any such transaction.

III. SIGNATURES

BATTELLE MEMORIAL INSTITUTE
PACIFIC NORTHWEST DIVISON

By _____

By _____

Title _____

Title _____

Date _____

Date _____

ENCLOSURE 6 REPRESENTATIONS AND CERTIFICATION FORM



... Putting Technology To Work

REPRESENTATIONS AND CERTIFICATIONS

For the Pacific Northwest National Laboratory
Operated by Battelle Memorial Institute

The following representations and certifications must be completed, and this form must be signed and returned with the Offeror's proposal.

- 1. Taxpayer Identification
2. Small Business Program Representation
3. Affirmative Action Compliance
4. Previous Contracts and Compliance Reports
5. Royalty Payment Certification
6. Buy American Act Certification
7. Patents Rights Representation
8. Technical Data Certification
9. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
10. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
11. Cost Accounting Standards Notice and Certification

1. TAXPAYER IDENTIFICATION (Oct 1998)

(a) Definitions.

'Common parent,' as used in this solicitation provision, means that corporation entity owns or controls an affiliated group of corporation that files its Federal income tax returns on a consolidated bases, and of which the offeror is a member.

'Taxpayer Identification Number (TIN),' as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employee Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- TIN:
TIN has been applied for.
TIN is not required because
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States.
Offeror is an agency or instrumentality of a foreign government
Offeror is an agency or instrumentality of a Federal Government
Other. State basis.

(e) Type of organization

- Sole proprietorship
Partnership
Corporate entity (not tax-exempt)
Corporate entity (tax-exempt)
Government entity (Federal, State, or local)
Foreign government
International organization per 26 CFR 1.6049-4
Other

(f) *Common Parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:
Name _____ TIN _____

2. SMALL BUSINESS PROGRAM REPRESENTATIONS (Apr 2002)

(Applicable if any performance will be inside the United States, its territories or possessions, Puerto Rico, the District of Columbia, or the Trust Territory of the Pacific Islands)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____>
- (2) The small business size standard is _____.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The offeror represents as part of its offer that it is, is not a **small business concern**.

(Complete (2), (3), and (4) below, as applicable, only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)

- (2) The offeror represents, for general statistical purposes, that it is, is not, a **small disadvantaged business concern** as defined in 13 CFR 124.1002. *(If so, also complete the Small Disadvantaged Business Status representation, below.)*
- (3) The offeror represents as part of its offer that it is, is not a **women-owned small business concern**.
- (4) The offeror represents as part of its offer that it is, is not a **veteran-owned small business concern**.
- (5) The offeror represents as part of its offer that it is, is not a **service-disabled veteran-owned small business concern**.
- (6) The offeror represents, as part of its offer, that—

- a. It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- b. It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision ...

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"**Small business concern**" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"**Veteran-owned small business concern**" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"**Women-owned small business concern**" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall - (i) Be punished by imposition of fine, imprisonment, or both; (ii) Be subject to administrative remedies, including suspension and debarment; and (iii) Be ineligible for participation in programs conducted under the authority of the Act.

3. AFFIRMATIVE ACTION COMPLIANCE (Apr 1984)

The offeror represents that it

Has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

Has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

4. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (Feb 1999)

Offeror represents that it

(a) Has Has Not Participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) Has Has Not Filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

5. ROYALTY PAYMENT CERTIFICATION (Jan 1986)

In order that DOE may be informed regarding royalty payments to be made by a contractor in connection with any acquisition, construction, or operation where the amount of the royalty payment is reflected in the contract price, or is to be reimbursed by Battelle, check one of the following:

The Contract price includes no amount representing the payment of royalty by the Offeror directly to others in connection with the performance of the contract.

The Contract price includes an amount for royalty payment expected to be made in connection with the proposed award set forth below:

1. the amount of each payment,
2. the names of the licensor, and

3. either the patent numbers involved or such other information as will permit identification of the patents and patent applications and the basis on which royalties will be paid.

6. BUY AMERICAN ACT CERTIFICATION (May 2002)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No.	Country of Origin

(c) Offers will be evaluated in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

7. TECHNICAL DATA CERTIFICATION (Jan 1986)

The offeror certifies that it has not delivered or is not obligated to deliver to Battelle or to the Government under any contract or subcontract the same or substantially the same technical data included in its offer, except as set forth below:

- None
- Contract No. (and Subcontract No., if applicable), Agency name and place of delivery.

8. PATENT RIGHTS REPRESENTATION (Jan 1986)

- Is Is Not A **small business** as defined in 15 US 632(a) and the implementing regulations of the Administrator of the Small Business Administration, 13 CFR Part 121.
- Is Is Not An organization of the type described in section 501(c)(3) of the Internal Revenue Code, 26 USC 501(c), and **exempt from taxation** under section 501(a) of the Internal Revenue Code, 26 USC 501(a).
- Is Is Not A **nonprofit scientific or educational organization** qualified under a state nonprofit organization statute.
- Is Is Not A U.S. **domestic university** or other U.S. institution of higher education.

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (Dec 2001)

(Applicable to proposals exceeding \$25,000)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals -
 - Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - Have have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Battelle Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Battelle Contracts Specialist may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Battelle Contracts Specialist may terminate the contract resulting from this solicitation for default.

10. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Apr 1991)

(Applicable to proposals exceeding \$100,000)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 —
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. COST ACCOUNTING STANDARDS NOTICE AND CERTIFICATION (June 2002)

(Applicable to proposals exceeding \$500,000. This notice does not apply to small businesses or foreign governments.)

This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

- (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

- (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- Yes No

SIGNATURE

Note: A person authorized to make legally binding commitments on behalf of the offeror must sign below. Signature constitutes a representation that reasonable and prudent inquiry has been made to ascertain the true and accurate basis of all statements. Statements which a person knows or has reason to know are false, fictitious, or fraudulent may result in criminal or civil penalties, as prescribed in 18 USC 1001 and 31 USC 3802(a)(2). These Representations and Certifications shall remain in effect for a period of one (1) year from the date signed and shall satisfy any subsequent proposal requirements during that one-year period. The Offeror shall notify Battelle of any changes that occur in any of the representation or certifications during that period.

Company Name _____

Signature _____

Signer's Name (Printed) _____

Title _____

Date _____

Attachment 1 Technology Procurement: A Method for Speeding Technology
Introduction

To view this brochure, see

<http://www.pnl.gov/R-Lamps-rfp/pdf/TechProcFSSept2001.pdf>

Attachment 2 Compact Fluorescent Reflector Lamps Technology Procurement

To view this brochure, see

http://www.pnl.gov/R-Lamps-rfp/pdf/ReflectorLamps_factsheet.pdf

Attachment 3 Expressions of Interest from Electric Utilities, and Conservation
Organizations

Consortium for Energy Efficiency, Inc.
Department of Defense, Defense Logistics Agency
Midwest Energy Efficiency Alliance
National Grid USA Service Company, Inc.
Natural Resources Defense Council
Northwest Energy Efficiency Alliance
Northeast Energy Efficiency Partnerships
Sacramento Municipal Utility District
Snohomish County PUD No. 1
Wisconsin Energy Conservation Corporation

To view the Expressions of Interest, please go to <http://www.pnl.gov/R-Lamps-rfp/>

Attachment 4 CFL Reflector Products Test Apparatus

CFL Reflector Products Test Apparatus

