

**REQUEST FOR PROPOSAL**  
**R-CFL TECHNOLOGY INNOVATION COMPETITION**  
**TABLE OF CONTENTS**

Enclosure 1..... RFP Provisions and Instructions

Enclosure 2..... Program Overview

Enclosure 3..... Specifications R-CFL Requirements –Technology Innovation  
Competition

Enclosure 4..... Instructions for the Preparation of Technical Proposal

Enclosure 5..... Evaluation Criteria

Enclosure 6..... Sample Teaming Agreement

Enclosure 7..... Representations and Certification Form

## **ENCLOSURE 1 RFP PROVISIONS AND INSTRUCTIONS**

### **SUBMISSION OF PROPOSALS**

Technical proposals shall be arranged as outlined in the Instructions for the Preparation of Technical Proposals, Enclosure 4. 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 twelve (12) samples of each model of lamp proposed. Samples will be used for MOL verification and testing purposes. Sample lamps and packaging will not be returned. All sample lamps shall be tagged with Offeror's name and labeled "Sample", including model number.**

Envelopes containing proposals should be marked in the lower right hand corner with "Proposal to R-CFL Technology Innovation Competition." Proposals must be received by Battelle no later than July 18, 2005. Proposal will be accepted through August 29, 2005 provided the Notification of Intention to Bid form has been received by PNNL prior to July 18, 2005.

Proposals to be transmitted via regular mail, should be addressed as follows:

Battelle Pacific Northwest Division  
Pacific Northwest National Laboratory  
Attn: Terry Shoemaker, MS K6-05  
PO Box 999  
Richland, WA 99352

Sample Lamp Models and proposals submitted by Express Mail, Commercial Carry or Overnight Delivery should be addressed as follows:

Battelle Pacific Northwest Division  
Pacific Northwest National Laboratory  
Attn: Terry Shoemaker, MS K6-05  
790 6<sup>th</sup> Street  
Richland, WA 99352

Requests for explanation or interpretation must be submitted in writing to Leslie Nicholls by July 11, 2005 by fax at (202) 646-7899 or by e-mail at: [le.nicholls@pnl.gov](mailto:le.nicholls@pnl.gov).

### **LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS**

- A. Any offer received by Battelle after July 18, 2005 will not be considered unless;
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. Was submitted prior to August 29, 2005 and the notification of intention to bid form, attached, was received by Battelle prior to July 18, 2005.
- 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**

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.

## **SPECIFICATIONS R-CFL REQUIREMENTS - R-CFL TECHNOLOGY INNOVATION COMPETITION**

The Specifications R-CFL Requirements - R-CFL Technology Innovation Competition for the screw-base compact fluorescent Reflector type lamps (R-Lamps) and services required is in Enclosure 3.

### **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.

### **TEAMING AGREEMENT AWARD**

It is anticipated that accepted successful Offerors will be awarded a Teaming Agreement with a 12-month period of performance, with an option for an additional 12-month period of performance as agreed to by both parties. Neither DOE nor PNNL intend to directly purchase R-CFLs through the agreements established in this Program. PNNL is acting in a third party role, on behalf of its project partners and other buyers, which will separately and independently make arrangements for any R-CFLs made available through this project.

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 R-CFLs. This includes meeting UL's certification of safety and 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.

Successful Offeror(s) shall be required to sign a Teaming Agreement, Enclosure 6 to be included in the program and considered as a supplier of R-CFLs through this program. Program buyers will purchase R-CFLs directly from the program suppliers. No price bid is required as part of this solicitation.

Battelle will award teaming agreement(s) resulting from this RFP to the responsible Offeror(s) whose offer(s), conforming to the RFP, meet the mandatory specifications specified in Enclosure 3 and whose offer(s) will be most advantageous to the R-CFL Technology Innovation Competition program, reference Enclosure 4, Evaluation Criteria.

As a result of this solicitation, PNNL may make multiple awards, one award, or no award, whichever is in the best interest of PNNL and the R-CFL Technology Innovation Competition.

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 schedule or be postponed. The Offeror's notice, if originally given orally, shall be confirmed in writing.

**R-CFL Technology Innovation Competition  
Notice of Intention to Bid:**

Our organization has received the draft R-CFL Technology Innovation Competition Request for Proposal and plans to submit a proposal after July 18, 2005 but prior to August 29, 2005.

Our proposal shall be submitted by \_\_\_\_\_.  
(date of anticipated proposal submission)

**Organization's Name and Contact Information:**

\_\_\_\_\_  
*(organization's name)*

\_\_\_\_\_  
*(organization's address)*

\_\_\_\_\_  
*(name of organization contact)*

\_\_\_\_\_  
*(phone number of organization contact)*

\_\_\_\_\_  
*(email address of organization contact)*

## **ENCLOSURE 2 R-CFL INNOVATION COMPETITION PROGRAM OVERVIEW**

### **Introduction**

The U.S. Department of Energy's (DOE) Pacific Northwest National Laboratory (PNNL) at Richland, Washington, is interested in receiving proposals for screw-base compact fluorescent reflector lamps (R-CFL) **specifically designed for application in insulated ceiling-rated (IC), airtight (AT) recessed downlight 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. R-CFLs will not be purchased by PNNL or the DOE under any resulting award. The purpose of this Technology Innovation Competition is to facilitate the purchase of R-CFLs which meet the requirements and mandatory technical specifications included in Enclosure 3 by program partners and other independent CFL buyers.

### **Program Overview**

In support of the U.S. Department of Energy, PNNL is organizing a second phase of a two-phase project to speed the commercial introduction and early market acceptance of R-CFLs suitable for operating in IC/AT recessed downlights. PNNL has determined that, given the market size for CFLs and the number of "off the shelf" technology solutions, there is a significant opportunity to improve the performance and market acceptance of R-CFLs for IC/AT downlight applications.

This competition focuses specifically on R-CFLs used in existing or new single and multi-family residences and low-rise commercial buildings. The program is promoting sales of R-CFLs to large-volume buyers, such as retailers, electrical wholesalers, public agencies, production builders, electric utilities, and energy-efficiency organizations.

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 Teaming Agreements to selected successful Offerors that stipulate each party's role in this program;
- 3) promotion of the products made available through this program to potential large volume buyers, in cooperation with electric utilities, retailers, and energy conservation organizations.

This program is designed to address the following technical challenges commonly identified in R-CFLs currently in the market:

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

The objective of this technology innovation is to help introduce new products to address the above mentioned technical challenges. The ultimate goal of the program is to substantially increase the market availability of R-CFLs 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 downlight fixtures are not available, we estimate 400 million are installed in residential buildings, with almost all using incandescent light sources. The U.S. Department of Energy, along with numerous utility and market transformation organizations, is interested in promoting R-CFLs

selected as part of this program. A significant market opportunity exists for those offerors who produce a product that can successfully compete with incandescent reflector products.

It is anticipated that accepted successful offerors will be awarded a Teaming Agreement with a 12-month period of performance, with an option for an additional 12-month period of performance as agreed to by both parties. Neither DOE nor PNNL intend to directly purchase R-CFLs through the agreements established in this Program. PNNL is acting in a third party role, on behalf of its project partners and other buyers, which will separately and independently make arrangements for any R-CFLs made available through this project.

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 R-CFLs. This includes meeting UL's certification of safety and 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.

Successful Offeror(s) shall be required to sign a Teaming Agreement, Enclosure 6, to be included in the program and considered as a supplier of R-CFLs through this program. Program buyers will purchase R-CFLs directly from the program suppliers. No price bid is required as part of this solicitation.

PNNL has received expressions of interest from large buyers for the program. These letters of support can be viewed on [www.pnl.gov/rlamps/partners2.stm](http://www.pnl.gov/rlamps/partners2.stm).

### **Phase 1 Update**

In July 2004, two models of R-CFLs manufactured by Philips Lighting Company (SLS R-40 20 watt and EL/A BR30 16 watt) were deemed "winners" of the R-CFL Technology Procurement (Phase 1 of this project). Philips partnered with The Home Depot Supply (the business-to-business division of The Home Depot) to offer these two lamp models via The Home Depot Supply's website ([hdsupply.com](http://hdsupply.com)). The Philips lamps are also available at the R-CFL web site ([www.pnl.gov/rlamps](http://www.pnl.gov/rlamps)) hosted by PNNL, and via other venues. In May 2005, one R-CFL model offered by Feit completed all testing and was also deemed a "winner." Feit expects to make this model available in Fall 2005.

A total of twelve models representing five manufacturers were submitted in response to the Phase 1 Request for Proposals. Of these, three models successfully completed all testing. For more information, go to [www.pnl.gov/rlamps](http://www.pnl.gov/rlamps).

### **Enclosure 3: Specifications R-CFL Requirements – R-CFL Innovation Competition**

The Offeror shall provide a detailed description of the R-CFLs being submitted as part of their proposal. The following are the **minimum technical specifications**. **Offers that do not meet the minimum mandatory technical specifications shall be determined to be technically non-responsive.**

#### **Minimum Mandatory Technical Requirements**

1. Proposed R-CFLs shall comply with **ENERGY STAR® Program Requirements for CFLs, Version 3.0**. The specifications are listed in Scope, Section D which states “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/ia/partners/product\\_specs/program\\_reqs/cfls\\_prog\\_req.pdf](http://www.energystar.gov/ia/partners/product_specs/program_reqs/cfls_prog_req.pdf)

PNNL expects that some R-CFLs, especially newer models, will not have ENERGY STAR approval at the time of proposal in response to this RFP. Lamp models that have not yet received Energy Star approval are eligible for proposal, but will be promoted for sales via this program only after ENERGY STAR approval is attained. For lamp models undergoing ENERGY STAR testing, the Offeror shall provide an expected approval date. Offerors 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.

2. The Offeror shall self-certify and provide evidence (as specified in the verification column of Table 1) that each proposed R-CFL model meets or exceeds the following technical requirements.

**Table 1. Minimum Requirements for R-CFLs for Insulated Ceiling, Airtight fixtures**

| <b>Feature</b>                                                                                                                                                                                                                                                                                                                                               | <b>Minimum Requirement</b>                                                                                                                                                                                                                   | <b>Verified By</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Operating Temperature Rating</b>                                                                                                                                                                                                                                                                                                                          | Maximum ambient temperature rating of at least 50° C for lamps 16 watts (measured) and lower, and 60° C for lamps greater than 16 watts (measured). The Offeror shall provide a maximum ambient temperature for which the warranty is valid. | Offeror self-certifies maximum operating temperature.                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Size Characteristics</b><br><br>R30-type Products<br>R40-type Products<br>(BR, PAR, etc.<br>products also qualify)                                                                                                                                                                                                                                        | Maximum Overall Length (MOL):<br><br>5.6 inches<br>6.6 inches                                                                                                                                                                                | Offeror self-certifies                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Rated Luminous Flux</b>                                                                                                                                                                                                                                                                                                                                   | 600 lumens (100 hour) minimum.<br><br>Elevated temperature luminous flux: When operated at 50 or 60° C, lamp shall maintain 90% of 100 hour luminous flux achieved while operating at 25° C.                                                 | Offeror shall provide IESNA LM-66-00 <i>Electrical and Photometric Measurements of Single-Ended Compact Fluorescent Lamps</i> report with their submittal. ENERGY STAR currently requires the average of 5 base-up/5 base-down. Offeror may meet the 600 lumen minimum with either ENERGY STAR or all base-up configurations.<br><br>Laboratory tests will be conducted on lamp samples in a simulated insulated ceiling environment by PNNL. (See Section 4.) |
| <b>Beam Angle</b>                                                                                                                                                                                                                                                                                                                                            | Maximum 120°                                                                                                                                                                                                                                 | Offeror shall specify beam angle in proposal. Photometric testing of beam angle in accordance with LM-20-94 for fluorescent lamps shall be provided.                                                                                                                                                                                                                                                                                                           |
| <b>Exception to these Requirements:</b> Atypical and innovative R-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) the design is approved by the evaluation committee as being consistent with the overall purposes and intent of this RFP. |                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## Responsibilities of the Parties

The successful Offerors are expected to become suppliers of R-CFLs covered by this solicitation to the buyers participating in this program.

### Offeror Contact Information

Successful offerors are encouraged to provide product brochures and graphics suitable for placement on a promotional web site, which PNNL will maintain. The PNNL web site will provide an overview of the R-CFL Program, a description of the products available, and contact information for the successful offerors.

### 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 participating suppliers in these promotional materials. PNNL will develop a web site to promote the winning R-CFL models (see [www.pnl.gov/rlamps](http://www.pnl.gov/rlamps) - the site used to promote the Phase 1 R-CFLs). This web site will be promoted as part of the overall outreach and marketing effort. In addition, PNNL will coordinate with utility, market transformation, and other partners to promote the winning lamp models. For examples, see letters of support for Phase 1 at

<http://www.pnl.gov/rlamps/partners.stm>). Letters of support are posted on the Phase 2 page of the program web site.

## **Reporting**

For the purpose of evaluating the program in saving energy and consumer costs, successful offerors will be required to report the unit volume of sales under this program to PNNL on a quarterly basis. Individual company unit sales information will not be released to the public by PNNL, 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.

Reporting shall be done via electronic mail to PNNL and shall include the following:

- Number of R-CFLs shipped during the time period, by model.
- Number of R-CFLs sold through this program that were returned for servicing or replacement under warranty.

## **Acceptance Test**

Twelve (12) samples of each R-lamp model offered shall be included with the proposal for evaluation and testing. These lamps will not be returned to the Offeror.

Lamps will be evaluated against the Reflector CFL Requirements (described in Section 2.0) and will undergo short-term testing by PNNL (described in Section 4.2) to demonstrate compliance with the minimum specifications listed in Table 1. Lamp models that meet the minimum qualifications and are determined to be technically responsive shall be selected for inclusion in the life testing phase of this program. Full life testing is explained in Section 4.3.

Offerors will be required to pay the cost of full life testing, which will be conducted by PNNL or its subcontractors.

## **Photometric Test Reports**

The Offeror shall provide documentation or labeling verifying that the lamps have been tested, listed, and labeled (if applicable) 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.

## **Short-Term Testing**

PNNL will conduct short-term tests as follows: Lamps will initially be operated at 25° C to establish the baseline light output corresponding to the rated luminous flux determined under LM-66-00. Lamps will then be operated at 50° C (for lamps rated at 16 measured watts or lower) or 60° C (for lamps rated at greater than 16 measured watts) to simulate the conditions of the ICAT environment. These readings will be used for determining compliance with the luminous flux requirement listed in Table 1.

## **Long-Term Testing - Elevated Temperature Life Testing (ETLT)**

Lamp models that meet the minimum requirements listed in Table 1 and are selected based upon the evaluation criteria (see Enclosure 4) will undergo Elevated Temperature Life Testing (ETLT) in a simulated insulated ceiling environment. PNNL will conduct ETLT consisting of a minimum 6,000 hour rated life test in a test apparatus capable of maintaining 50° C ±10° C for lamps 16 watts (rated) and lower, or

60°C ±10°C for lamps greater than 16 watts (rated) and otherwise following the IESNA LM-65-01 *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 life testing equal to their specified rated life. A sample size of ten (10) lamps for each model will be subjected by PNNL to the test ETLT; the remaining 2 lamps submitted with the proposal will be used as extras to cover possible lamp breakage or other needs.

Completion of ETLT is the final requirement for inclusion in this program.

### **Cost to the Offeror**

Offerors will be responsible for paying the cost of full life (ETLT) testing, which is expected to be approximately \$2,000 per lamp model (\$200 per lamp tested). Advanced payment will be required prior to the testing. PNNL will provide the offeror with quarterly test results for the model(s) they have in testing, as well as a summary of the test results for all models (on an summary basis without manufacturer or model number specified).

### **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 offeror. Members of the evaluation committee will be required to keep evaluation and testing results confidential.

### **Substitutions and Additions**

After Teaming Agreements are signed pursuant to this RFP, suppliers may be allowed to offer additional models of R-CFLs and to substitute new models for models previously offered. PNNL will determine whether to permit these additions or substitutions based on 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).

## **ENCLOSURE 4 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSAL**

### **TECHNICAL PROPOSAL INSTRUCTIONS**

The technical proposal shall explain the resources and methodology to be employed in the performance of the work (see Enclosure 3, Specifications R-CFL Requirements –R-CFL Innovation Competition) and presented in a manner to allow for review and evaluation in accordance with Enclosure 5, Evaluation Criteria.

Proposal shall include a complete response to the Minimum Mandatory Technical Requirements as outlined in Enclosure 3.

Proposals shall contain a brief overview of the Offeror's organization, company structure and United States distribution system. Proposals should also include a brief discussion regarding the organization's ability to attend meetings and potential trade show events in the United States. Proposals shall include a brief discussion of the Offeror's Quality Assurance program.

#### **Checklist of Items to Submit with Proposal:**

- Provide four (4) copies of the proposal, including the product certification.**
- Provide twelve (12) samples of each model lamp proposed.**  
Used for MOL verification and testing purposes.
- Provide IESNA LM-66-00 *Electrical and Photometric Measurements of Single-Ended Compact Fluorescent Lamps* test report for each model submitted.**  
Used to document rated luminous flux.
- Provide IESNA LM-20-94 *Photometric Testing of Reflector Type Lamps* test report for each model submitted.**  
Used to document beam angle requirement.
- ENERGY STAR® Compact Fluorescent Light Bulb Qualification Form (if the lamp(s) have not been yet been ENERGY STAR qualified then provide the anticipated date for completion) for each model submitted.**  
Used to verify ENERGY STAR Qualification.
- Brief overview of the Offeror's organization, company structure and United States distribution system, the organization's ability to attend meetings and potential trade show events in the United States, and summary of Offeror's Quality Assurance program**  
Used to determine ability to distribute product in the United States

#### **Proposals shall be sent to:**

Terry Shoemaker  
Pacific Northwest National Laboratory  
P.O. Box 999, MS K6-05  
Richland, WA 99352

#### **Sample Lamp Models shall be submitted to:**

Terry Shoemaker, MS K6-05  
Pacific Northwest National Laboratory  
790 6<sup>th</sup> St.

Richland, WA 99352

Please label the package: “SAMPLES”

**ENCLOSURE 5, EVALUATION CRITERIA**

Proposals, including sample lamp models, shall be evaluated on the following:

1. Minimum Mandatory Technical Requirements

Proposals that do not meet the Minimum Mandatory Technical Requirements criteria in Enclosure 2, Section 2 shall be determined to be technically non-responsive shall not be considered responsive to the RFP and will not be evaluated further.

2. Offerors' demonstrated ability to supply a large volume of proposed lamp to large volume buyers within the United States.

3. Offeror's ability and capability to help promote selected product by attending meetings and/or trade show events within the United States.

**ENCLOSURE 6 SAMPLE TEAMING AGREEMENT**

**ENCLOSURE 7 REPRESENTATIONS and CERTIFICATION FORM**

**ENCLOSURE 6    SAMPLE TEAMING AGREEMENT**

BATTELLE MEMORIAL INSTITUTE  
PACIFIC NORTHWEST DIVISION

TEAMING AGREEMENT  
REFLECTOR COMPACT FLUORESCENT LAMP (R-CFL)  
TECHNOLOGY INNOVATION COMPETITION

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 (PNNL) in Richland, Washington, under Contract DE-AC06-76RL01830.

Battelle and the Contractor agree as follows:

In support of the U.S. Department of Energy, PNNL is managing a second phase of a two-phase project to speed the commercial introduction and early market acceptance of R-CFLs suitable for operating in IC/AT recessed downlights. PNNL has determined that, given the market size for CFLs and the number of "off the shelf" technology solutions, there is a significant opportunity to improve the performance and market acceptance of R-CFLs for IC/AT downlight applications.

This Agreement focuses specifically on R-CFLs used in existing or new single and multi-family residences and low-rise commercial buildings. The project is promoting sales of R-CFLs to large-volume buyers, such as retailers, electrical wholesalers, public agencies, production builders; electric utilities, and energy-efficiency organizations.

The project has three main elements:

- 4) 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;
- 5) award of Teaming Agreements to selected successful Contractors that stipulate each party's role in this program;
- 6) promotion of the products via a website hosted by PNNL made available through this program to potential large volume buyers, in cooperation with electric utilities, retailers, and energy conservation organizations.

The purpose of this Agreement is to facilitate the introduction of new R-CFLs into the marketplace which meets the mandatory specifications. The ultimate goal of the project is to substantially increase the market availability of R-CFLs suitable for operation in IC/AT recessed downlights and which address the following technical challenges:

- 3) Inadequate light output and extremely wide beam spread compared to incandescent flood-type R-lamps.
- 4) Reduced lumen output and lamp life resulting from high ambient temperatures when operated within IC/AT recessed downlights.

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

## II. AGREEMENTS

- 1) Teaming Agreement Date: The agreement date shall be the latter of either the Battelle representative or the Contractor representative signature dates in Article III.
- 2) Teaming Period: This Agreement is valid from the date it is signed by both parties through a date exactly twelve months later.
- 3) Optional Extension: This Agreement may be extended, by mutual agreement, for an optional additional twelve month period.
- 4) 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 Agreement.
- 5) Contractor Responsibility: Contractor shall be responsible for having complied with all applicable Federal and state regulatory and safety standards, regulations, and laws concerning these types of R-CFLs. This includes meeting UL's certification of safety and Federal Communications Commissions standards on electromagnetic interference from fluorescent lighting. Contractor must have the authority to sell product throughout the United States and its territories.
- 6) Battelle Responsibility: Neither DOE nor Battelle intend to directly purchase R-CFLs through this agreement. Battelle is acting in a third party role, on behalf of its project partners and other buyers, which will separately and independently make arrangements for any R-CFLs made available through the R-CFL Technology Innovation Competition.
- 7) 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 participating suppliers in these promotional materials. A web site will be developed to promote the contractor's R-CFL models (see [www.pnl.gov/rlamps](http://www.pnl.gov/rlamps) - the site used to promote the Phase 1 R-CFLs). This web site will be promoted as part of the overall outreach and marketing effort.
- 8) Reporting: For the purpose of evaluating the project in saving energy and consumer costs, the Contractor will report the unit volume of sales under this project to PNNL on a quarterly basis. Individual company unit sales information will not be released to the public by PNNL, 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.

Reporting shall be done via electronic mail to PNNL and shall include the following:

- Number of R-CFLs shipped during the time period, by model.
- Number of R-CFLs sold through this program that were returned for servicing or replacement under warranty.

PNNL will provide an electronic spreadsheet template to track the requisite information for the quarterly and occasional reporting requirements.

- 9) 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.
- 10) Agreement Contents: In addition to this Schedule, the Agreement consists of:

- Statement of Work, dated June 2005

- Representations and Certifications
- Contractor Proposal

11) 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

CONTRACTOR

By \_\_\_\_\_  
Leslie E. Nicholls  
Associate Manager, Contracts

By \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**REPRESENTATIONS AND CERTIFICATION FORM**

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

**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*

- |                                                            |                                                                         |
|------------------------------------------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> Sole proprietorship               | <input type="checkbox"/> Government entity (Federal, State, or local)   |
| <input type="checkbox"/> Partnership                       | <input type="checkbox"/> Foreign government                             |
| <input type="checkbox"/> Corporate entity (not tax-exempt) | <input type="checkbox"/> International organization per 26 CFR 1.6049-4 |
| <input type="checkbox"/> Corporate entity (tax-exempt)     | <input type="checkbox"/> 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 \_\_\_\_\_