

Dear Prospective Offeror(s):

REQUEST FOR PROPOSAL (RFP) NO. 411408

In support of the US Department of Energy's (DOE) contribution to the interagency effort, Battelle Memorial Institute Pacific Northwest National Laboratories (Battelle) is interested in receiving proposals from manufacturers to furnish unitary air conditioners that exceed the efficiencies of equipment currently available. The DOE's Federal Energy Management Program and Office of Building Technology, State and Community Programs are working in conjunction with the Defense Logistics Agency (DLA) to acquire new, highly efficient unitary air conditioners for federal buildings and to help promote their introduction into the private marketplace. DOE research has indicated that significant reductions in life-cycle cost are achievable through energy efficiency improvements based on readily available technologies, especially if part-load operating characteristics are taken into consideration. Also, manufacturers have indicated that if the US Government and other major buyers were to take a lead in purchasing the most efficient and cost-effective equipment available, their interest would justify the necessary investment to offer new equipment that takes advantage of these technologies for sale.

As a result of this RFP successful Offeror(s) will be awarded a Basic Ordering Agreement (BOA) and will become suppliers of the specified unitary air conditioners. Offeror(s) will be expected to supply air conditioners meeting the technical requirements in the RFP Statement of Work, follow an announced delivered price schedule, and back the products with the warranty provisions.

Proposals are being requested for unitary air conditioners in two ranges of capacity, one from 65,000 to 99,999 Btu/hr and the other from 100,000 to 135,000 Btu/hr. It is anticipated that Offeror(s) who receive the highest ratings in either range category will receive awards, and that multiple awards will be made for each category. The resulting Basic Ordering Agreements will allow federal government agencies, state and local government entities, as well as private concerns to order the selected units from the successful Offeror(s) at price schedules listed in the individual Basic Ordering Agreements.

DOE plans to promote federal purchases of the selected air conditioners through its Federal Energy Management Program and non-federal purchases through its Buildings Technology, State and Community Programs. Besides the federal government, the Consortium for Energy Efficiency has expressed interest in promoting air conditioners selected pursuant to this solicitation with rebates and other incentives offered by its members, which include utilities and state and regional energy market transformation programs. In addition, several large private purchasers, including national accounts and energy service companies, have encouraged DOE and DLA to proceed in the interest of making more efficient equipment available in the marketplace, and they have expressed a strong interest in considering the selected air conditioners for purchase.

DLA intends to list the selected air conditioners in its catalogs for federal buyers and to promote these units through their Maintenance, Repair and Operations and other programs for federal facilities. DLA also plans to offer all federal government customers the option of leasing these units to help defray any additional up front costs associated with the installation of air conditioners selected through this solicitation.

Information regarding the specifications required and instructions for the preparation and submission of proposals are contained in the attached RFP.

Proposals must be received by Battelle no later than 4:00 P.M. EST, March 29, 2002.

Requests for explanation or interpretation should be submitted in writing to Leslie E. Nicholls, at the address noted below by January 18, 2002.

Sincerely,

Leslie E. Nicholls
Sr. Contracts Specialist



**DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092**

IN REPLY
REFER TO DSCP-JFB

December 19, 2001

Ms. Leslie Nicholls
Contract Officer
Pacific Northwest National Laboratory
901 D Street, SW, Suite 900
Washington, DC 20024-2115

Dear Ms. Nicholls:

The Defense Logistics Agency (DLA) is an active partner with the US Department of Energy in the Unitary Air Conditioner (UAC) Technology Procurement, and we plan to arrange for acquisition by federal government agencies of the new, highly efficient unitary rooftop air conditioners resulting from the competitive solicitation, administered by Battelle Memorial Institute in its capacity as operator of Pacific Northwest National Laboratory.

DLA's General and Industrial Directorate supplies the armed services and other federal agencies with products ranging from nuts and bolts to sophisticated material handling equipment and cargo-loading systems. The UAC Technology Procurement provides an important opportunity to add a unique product line that will help our federal customers to minimize energy costs.

Executive Order 13123 requires federal agencies to reduce energy use in federal buildings by 35% from 1985 levels by 2010. To accomplish this objective, the Executive Order and other expressions of federal government-wide policy require agencies to acquire for their buildings and facilities the most efficient energy-consuming products consistent with minimizing life-cycle costs. EO13123 further states, "DLA shall undertake pilot projects from selected energy-using products..." and it goes on to say that federal agencies should, "explore financing agreements with private sector suppliers to provide private funding to offset higher up-front costs of efficient products." DLA's participation in the procurement is designed to help agencies in meeting this requirement.

DLA intends to list the selected air conditioners in its catalogs for federal buyers and to promote these units through their Maintenance, Repair and Operations and other programs for federal facilities. DLA also plans to offer all federal agency customers the option of leasing these units to help defray any additional up front costs associated with the installation of air conditioners selected through this solicitation.



Department of Energy
Washington, DC 20585

December 14, 2001

Ms. Leslie Nicholls
Contract Officer
Pacific Northwest National Laboratory
901 D Street, SW, Suite 900
Washington, DC 20024-2115

Dear Ms. Nicholls:

The Federal Energy Management Program (FEMP) is an active sponsor of the Unitary Air Conditioner (UAC) Technology Procurement, and we plan to promote the new, highly efficient unitary rooftop air conditioners resulting from the competitive solicitation, administered by Battelle Memorial Institute in its capacity as operator of Pacific Northwest National Laboratory, among federal agencies.

The mission of FEMP is to reduce the cost of the federal government by advancing energy efficiency and water conservation, promoting the use of distributed and renewable energy, and improving utility management decisions at federal sites. The UAC Technology Procurement is an important part of FEMP's Buying Energy Efficient Products program, which helps federal agencies to minimize costs with energy-efficient products and equipment in their facilities.

Energy-consuming equipment is responsible for the more than \$7 billion in annual energy bills paid by the federal government, and Executive Order 13123 requires federal agencies to reduce energy use in federal buildings by 35% from 1985 levels by 2010. To accomplish this objective, the Executive Order requires agencies to acquire for their buildings and facilities the most efficient energy-consuming products consistent with minimizing life-cycle costs.

FEMP will disseminate information about the air conditioners selected under the UAC Technology Procurement through our website at <http://www.eren.doe.gov/femp> and in materials that we share with other federal agencies. We look forward to the success of this initiative in improving the energy efficiency of the thousands of rooftop air conditioners used in federal facilities throughout the United States.

Sincerely,

A handwritten signature in black ink that reads "Beth Shearer".

Beth Shearer
Director
Federal Energy Management Program
Office of Energy Efficiency and Renewable Energy



Printed with soy ink on recycled paper



Department of Energy
Washington, DC 20585

December 14, 2001

Ms. Leslie Nicholls
Contract Officer
Pacific Northwest National Laboratory
901 D Street, SW, Suite 900
Washington, DC 20024-2115

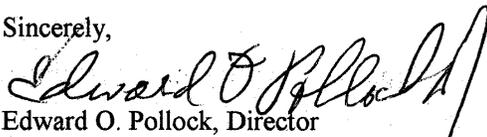
Dear Ms. Nicholls:

The US Department of Energy Office of Building Technology, State and Community Programs (BTS) is an active sponsor of the Unitary Air Conditioner (UAC) Technology Procurement, and we plan to promote the new, highly efficient unitary rooftop air conditioners resulting from the competitive solicitation, administered by Battelle Memorial Institute in its capacity as operator of Pacific Northwest National Laboratory, among private firms and non-federal government institutions.

In partnership with industry and government, BTS develops, promotes and integrates energy technologies and practices to make buildings more efficient and affordable and communities more livable. Through its Emerging Technology Program, BTS organizes large-volume buyers with an interest in high-efficiency products and administers competitive solicitations with aggressive specifications as a means of encouraging manufacturers to introduce technologically innovative products for sale. The UAC Technology Procurement is an important element of this program.

BTS will disseminate information about the air conditioners selected under the UAC Technology Procurement through our website at <http://www.eren.doe.gov/buildings/emergingtech/page1b.html>, and we will actively promote awareness of their availability among major purchasers, many of whom have already expressed interest. We look forward to the success of this initiative in improving the energy efficiency of the thousands of rooftop air conditioners used throughout our country.

Sincerely,



Edward O. Pollock, Director
Building Research and Standards
Energy Efficiency and Renewable Energy



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ENCLOSURE 1
SOLICITATION PROVISIONS AND INSTRUCTIONS

SOLICITATION PROVISIONS AND INSTRUCTIONS

SUBMISSION OF PROPOSALS

Technical proposals shall be arranged as outlined in the Instructions for the Preparation of Technical and Financial Proposals, Enclosure 2. Proposals should be prepared simply and economically, and provide a straightforward, concise delineation of the information required to be furnished. Emphasis should be on completeness and clarity. Elaborate brochures or other presentations are neither required nor desired.

Each proposal submitted should include a statement of acceptance of the terms and conditions stated in the Sample Agreement, Enclosure 5.

One original, signed by a representative of the Offeror authorized to enter into legally binding commitments and four (4) additional copies are required for each proposal submitted.

Envelopes containing proposals should be marked in the lower right hand corner with "Proposal to RFP No. 411408." Proposals must be received by Battelle no later than 4:00 P.M. est., March 29, 2002.

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

Battelle Memorial Institute
Pacific Northwest National Laboratory
901 D St., SW
Suite 900
Washington DC 20024
Attn: Leslie Nicholls

Proposals to be transmitted via 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 Memorial Instiute
Pacific Northwest National Laboratory
901 D St., SW
Suite 900
Washington DC 20024
Attn: Leslie Nicholls

Requests for explanation or interpretation should be submitted in writing to Leslie Nicholls, at the above address(es) or written inquiries may be made by fax at (202) 646-7899 and 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. at the place of mailing 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 in its capacity range.

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, Offeror(s) 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, Offeror(s) 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.

EXECUTIVE ORDER 13123

This RFP is in accordance with provisions of Executive Order 13123 and other expressions of federal government-wide policy to acquire the most efficient energy consuming products consistent with minimizing life-cycle costs. EO 13123 requires federal agencies to reduce energy use in federal buildings by 35% from 1985 levels by 2010. It further states, "DLA shall undertake pilot projects from selected energy-using products..." and it goes on to say that federal agencies should, "explore financing agreements with private sector suppliers to provide private funding to offset higher up-front costs of efficient products."

STATEMENT OF WORK

The Statement of Work and specifications for this RFP are included in Enclosure 3.

AMENDMENTS TO RFP

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

Offeror(s) 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 OFFEROR(S)

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 Offeror(s) 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 Offeror(s) 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 ORDERING AGREEMENT AWARD

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

Battelle reserves the right to make no award, or one or more awards, whichever is in the best interest of Battelle.

BOA award may be made on the initial offers received, without discussions. Therefore, initial proposals should contain the Offeror's best cost 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 a contract or any other arrangement with any Offeror.

There will be no public opening of proposals. Offeror(s) will be advised when source selection has been made. By submitting a proposal an Offeror represents that its proposal is firm for one hundred eighty (180) days after the proposal due date.

Battelle will select successful proposals based on simulated life-cycle cost, taking into account specific climate characteristics, from among units that meet a set of minimum requirements and specifications. The goal for this purchase is a total of at least 1,000 units from more than one supplier.

Neither DOE nor Battelle intends to purchase air conditioners for delivery to others. Buyers will purchase directly from suppliers under this program.

After BOA award, Successful Offeror(s) will be permitted to submit, for consideration, additional air conditioner unit models, such as replacement models, provided these additional units meet or exceed the specifications and performance of the units initially selected. Battelle will consider awarding, at its option, additional air conditioner models on a post-award basis. This will enable Battelle to provide the most efficient, cost effective units on an ongoing basis with the greatest range of choice.

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.

ENCLOSURE 2
INSTRUCTIONS FOR PREPARING TECHNICAL AND FINANCIAL
PROPOSALS

INSTRUCTIONS FOR PREPARING TECHNICAL AND FINANCIAL PROPOSALS

Technical Proposal Instructions:

Submit the Technical Proposal as a separate part of the total proposal package. Omit all pricing details from the Technical Proposal. The Technical Proposal shall explain the resources and methods to be employed in the performance of the work (See Enclosure 3, Statement of Work) and shall be presented in a manner to allow for review and evaluation in accordance with Enclosure 4, Evaluation Criteria.

Data to be Submitted with the Technical Proposal:

- Detailed descriptions of the air conditioners offered
- Simulated Energy Calculation Forms Reference “Electronic Spreadsheet Instructions” below
- Test performance and certification by the Offeror that the air conditioners offered meet each of the requirements set forth in the Statement of Work (Enclosure 3)
- Details of delivery and warranty provisions (reference the Statement of Work, Enclosure 3, Sections 3 and 4)
- Evidence of corporate capability to furnish offered air conditioners reliably and to honor their warranties (See Enclosure 4)

Electronic Spreadsheet Instructions:

Technical Proposals shall include the Microsoft Excel® spreadsheet found at URL: <http://www.pnl.gov/uac/energycalcform.xls> to be submitted on diskette and in printed form. Offeror(s) may request a copy of the Microsoft Excel® spreadsheet on diskette from Battelle by contacting the contracting officer, Leslie E. Nicholls on 202-646-5237. – Offeror(s) shall certify that the entries corresponding to the proposed air conditioners are true and correct. Instructions follow, and a completed sample of the form is included at the end of this section.

Completing the Energy Calculation Form Input Sheet:

Step 1: Input Offeror’s company name, the equipment model number, and ARI rated net capacity in cells “D14,” “D15,” and “D16.”

Step 2: Input first stage capacity (or total capacity for a single compressor unit) in Column "P"

Step 3: If Offeror’s unit has two stages, input total capacity for both stages combined in Column "Q"

Step 4: Input the kW **of the supply fan only** in Cells "R22" to "S25." The input kW required during economizer operation is for the supply fan operating under the prescribed minimum

external pressure in ARI Standard 210/240-94.

Step 5: Input the kW at each temperature bin **only for the 1st stage operating** in the remainder of Column "R"

Step 6: Input the kW at each temperature bin **for all stages operating** in the remainder of Column "S"

Conditions:

Capacity and electricity consumption shall be measured in accordance with ARI Standard 210/240-94.

The indoor-side air quantity shall be a constant 30.0 scfm per 1000 Btu/h [60.4 SL/s per 1000 W] of rated capacity delivered when operating against the minimum external resistance specified in 5.1.3.6 of ARI 210/240-94.

Financial Proposal Instructions:

The Financial Proposal shall be specific, complete in every detail, and separate from the Technical Proposal. The Financial Proposal shall include the following:

Proposed Price Schedule is the following format:

Model	Maximum Fixed Price
Model No. _____	\$ _____
Model No. _____	\$ _____
Model No. _____	\$ _____

Supporting price information, such as published price lists

Required Representations and Certifications (See Enclosure 6)

ENCLOSURE 3
STATEMENT OF WORK

STATEMENT OF WORK

INTRODUCTION

To be considered, any model offered must have between 65,000 and 99,999 or 100,000 and 135,000 Btu/h of capacity and meet all of the minimum specification requirements listed below. From among those that meet these requirements, several winners will be selected based on their anticipated life-cycle cost. Life-cycle cost will be the sum of the initial price offered and the present value of the operating costs over 15 years, discounted at 10% per year, as follows:

$$LCC = P + 7.61 \times E$$

Where LCC is life-cycle cost, P is the unit price offered in response to this solicitation, and E is annual electricity cost. E is derived from a Simulated Energy Calculation Form, by multiplying the Total Annual Energy Use in kWh by \$0.06.

For purposes of evaluation and comparison among proposals, LCC will be scaled by the total capacity of the unit, yielding a normalized life-cycle cost in dollars per thousand Btu per hour. Products will be selected separately for the representative city climate characteristics corresponding to the Simulated Energy Calculation Forms mentioned above.

As indicated in the Specifications, the offered model's cooling efficiency must at a minimum meet or exceed Consortium for Energy Efficiency (CEE) Tier II levels: Energy Efficiency Ratio (EER) = 11.0; Integrated Part Load Value (IPLV) = 11.4. These levels represent minimum requirements, and Battelle is seeking efficiencies that substantially exceed them.

The models offered must also be compatible with direct digital control and remote diagnostic systems. Requirements listed in the Statement of Work, Specifications (below) include capability to interface with major manufacturer control systems, and availability of specific equipment sensing parameters at a "signal access interface."

SPECIFICATIONS

The successful Offeror shall provide a detailed description of the air conditioner model offered for sale in response to this RFP. The following are the minimum specifications that must be met by any air conditioner delivered under the BOA. Offers that do not meet the minimum technical specifications will be deemed unresponsive and will be automatically rejected. In addition to meeting the minimum specifications, the successful Offeror(s) shall be responsible for having complied with all applicable federal and state standards, regulations and laws governing these types of air conditioners. This includes compliance with all applicable safety and environmental standards.

General:

Unit(s) shall be a single package air-to-air DX mechanical cooling system with capacity of between 65,000 to 135,000 Btu/h [19 kW to 39.5 kW].

Unit(s) shall be capable of discharging downward or horizontally.

Unit shall be capable of starting and running at 125°F [51.6°C] ambient outdoor conditions.

The single package unit shall be a product of a firm regularly engaged in the manufacture of heating/cooling equipment.

The manufacturer shall have parts and service available throughout the U.S. and Canada.

Unit(s) shall be shipped completely factory assembled, pre-charged, piped and wired internally ready for field connections.

Unit(s) shall be 100% run tested by the manufacturer with a copy of the run test report shipped with the unit.

Performance:

Unit(s) cooling capacities shall be in accordance with and tested to ARI Standard 210/240-94 or 340/360-93.

Unit(s) cooling efficiency shall meet or exceed Consortium for Energy Efficiency (CEE) Tier II levels:

Energy Efficiency Ratio (EER) 11.0

Integrated Part Load Value (IPLV) 11.4

Sound Ratings:

Unit(s) shall be sound rated in accordance with ARI Standard 270-95.

Unit(s) shall have a sound rating of 9.2 BELS or lower.

Approvals:

All electrical components shall have UL/C-UL, ETL and CGA listing.

All wiring shall be in compliance with NEC and CEC.

Unit(s) shall be UL listed and labeled, classified in accordance with UL 1995/CAN/CSA No. 236-M90 for Central Cooling Air Conditioners.

Unit(s) shall be designed to conform to ANSI/ASHRAE 15 and 62 (latest edition).

Unit(s) shall be safety certified by UL/C-UL, ETL, or CSA to UL 1995 and ANSI Z21.47 standards.

Unit(s) nameplate shall carry the label of the certification agency.

Unit(s) shall conform to ISO 9002 manufacturing quality control.

Casing/Cabinet:

Enclosure sheet metal shall be a minimum of 18 gauge [1.2 mm] steel with anti-corrosion coating.

Unit shall be capable of withstanding ASTM B117 500-hour Salt Spray Test.

Cabinet shall be thermally and acoustically insulated.

Cabinet panels where conditioned air is handled shall be fully gasketed to prevent air leakage and prevent moisture from entering the cabinet under all operating and non-operating conditions.

Cabinet panels where conditioned air is handled shall be fully insulated to prevent condensation and minimize sound transmission.

Insulation and adhesive shall meet NFPA 90A requirements for flame spread and smoke development.

Unit shall have a factory installed internal condensate drain connection and sloped condensate pan capable of preventing standing water.

Unit(s) shall be provided with lifting holes for rigging.

Unit(s) shall have decals to indicate unit lifting-rigging, service areas, and caution areas.

Unit(s) shall have Installation and Maintenance manuals supplied with each unit in the control access section.

Unit(s) shall be provided with a Wiring Diagram laminated in plastic and permanently fixed to the control compartment door.

Service Access:

Access to compressor(s), controls, filters, heating section, and other items needing periodic checking or maintenance shall be through hinged access doors with “tool-less” latches.

Blower assembly shall slide out of the unit for ease in servicing.

Air Filters:

Units shall be factory equipped to accommodate a minimum of two (2) inch media type filters.

Filters shall be of commercially available sizes.

Compressors:

Intent is to not restrict technology employed, therefore type of compressor is not specified.

Compressor(s) shall be protected against high pressure discharge, loss of charge and low voltage.

Compressor(s) shall be provided with overload and phase protection.

Compressor(s) shall be equipped with vibration isolators.

Automatic cycle timers shall prevent short cycling.

Multiple compressors shall be staged by means of a time delay.

Refrigerant Circuits:

Intent is to not restrict technology employed, therefore type of refrigerant is not specified. Refrigerant circuits shall be limited to one (1) compressor per circuit and shall not be interconnecting.

Separate expansion devices shall be provided for each compressor circuit.

Refrigerant charging valves and connections, and pumpdown valves shall be provided for each circuit.

Filter drier shall be provided in each liquid line.

Air to Refrigerant Coils:

Intent is to not restrict technology employed, therefore type and construction of coil is not specified.

Coils shall be leak tested at the factory to ensure pressure integrity.

Each coil shall be dehydrated and sealed after testing and prior to evaluation and testing.

The evaporator coil and condenser coil shall be leak tested to 200 psig and pressure tested to 450 psig.

Each unit shall be provided with a factory operating charge of refrigerant and oil.

A condensate removal system shall be provided.

Outdoor Fans/Condenser Fans:

Intent is to not restrict technology employed, therefore type of fan is not specified.

Fan(s) shall be statically and dynamically balanced.

Fan motor(s) shall be thermally protected.

Motor(s) shall be EPA compliant.

Fan(s) shall have safety guard(s).

Indoor Fan:

Intent is to not restrict technology employed, therefore type of fan is not specified.

Motor(s) shall be thermally protected.

Motor mount base shall permit ease of changeover and belt tension adjustment.

Oversized motors shall be available for high static operating conditions.

Blowers, drives and motors shall be dynamically balanced.

Motor(s) shall be EPA compliant.

Outside Air:

Unit(s) shall be capable of functioning with a demand control ventilation strategy.

Unit(s) shall be provided with a manually adjustable outdoor air damper and hood.

Unit(s) shall have the option of a motorized damper.

Unit(s) shall have the option of a fully modulating economizer control based on dry bulb temperature.

Unit(s) shall have the option of a fully modulating economizer control based on single enthalpy.

Unit(s) shall have the option of a fully modulating economizer control based on double (differential) enthalpy.

Unit(s) may have the option of an energy recovery ventilator (ERV).

Controls and Power:

Thermostatic Controls (standard):

Unit(s) shall be internally pre-wired with a 24 volt control circuit powered by an internal transformer.

Unit(s) shall be equipped with a control circuit which will modulate dampers to provide 100% outside air while locking out compressors.

Unit(s) shall be compatible with the following:

Single zone standard mechanical thermostat

Single zone electronic with night set-back

Single zone electronic with night set-back & integrated modulating economizer function.

Night set-back, time of day & day of week function other than above

VAV electronic controller

VVT electronic controller

Direct Digital Controls Interface (required option):

Unit shall be capable of interfacing with major manufacturer control systems.

Equipment sensing parameters shall be available at a "signal access interface."

Unit shall have sensors for diagnostic/control capabilities including, but not limited to:

CO₂ level

supply air temperature

return air temperature

mixed air temperature

outdoor ambient air temperature

fan status

heat status

cool status

return air enthalpy

outdoor ambient air enthalpy

static pressure increase (dirty filter)

Power

Unit(s) shall be provided with factory installed and wired through the panel disconnect switch.

Unit(s) shall be provided with factory installed fusing.

Terminal blocks shall be provided for power wiring and external control wiring.

Unit(s) shall be equipped with a phase rotation and unbalance protection.

Unit(s) shall have the option of a factory installed and field wired 115v, 15 amp ground fault service receptacle.

EQUIPMENT WARRANTY

Unit(s) shall carry warranties covering all defects in material and workmanship, unless the unit fails due to neglect, failure of the equipment owner to perform preventative

maintenance, or an act of God. The period of the warranty shall be at least five (5) years for parts and one (1) year for parts and labor. It must be renewable, at the owner's option and expense, each year until the equipment is ten (10) years old.

DELIVERY

Offeror(s) shall offer delivery to Buyers in the 48 contiguous United States at prices specified in response to this solicitation. Shipment must be within seven (7) days from receipt of any order for fewer than five (5) units. Delivery of five (5) units or more shall be scheduled by mutual agreement between Buyers and Successful Offeror(s). For all orders under this solicitation, delivery shall be between the hours of 8:00 am and 4:30 pm local time, Monday through Friday, holidays excluded.

PRICE

The Offeror shall provide the unit models listed in the resulting BOA at the prices listed in the BOA. Note that these are **maximum** prices. If later circumstances warrant, the Offeror is free to reduce any price in response to this solicitation.

ACCEPTANCE TEST

The Offeror shall certify that the air conditioners offered meet or exceed the Specifications set forth above, and that their electric energy consumption is as represented in the Offeror's proposal, based on the following test procedures:

Standards

Units shall be rated for energy consumption and efficiency in accordance with ARI Standard 210/240-94.

Units shall be sound rated in accordance with ARI Standard 270-95.

Air Distribution

Indoor-Side Air Quantity: Equipment with indoor fans intended for use with field installed duct systems shall be rated at the indoor-side air quantity (not to exceed 37.5 scfm per 1,000 Btu/h [60.4 SL/s per 1000 W] of rated capacity) when operating against the minimum external resistance specified in Table 1 or a lower indoor air quantity if so specified by the manufacturer.

Minimum External Pressure: Indoor air moving equipment intended for use with field installed duct systems shall be designed to operate against, and tested at not less than the minimum external pressure shown in Table 1 when delivering the rated capacity and air quantity specified in indoor-side air quantity.

Minimum External Pressure (Table 1)			
Standard Capacity Ratings		Minimum External Resistance	
(Thousands of Btu/h)	[kW]	(Inches of Water)	[kPa]
71 thru 105	20.8 thru 30.8	0.25	62.3

106 thru 134	31.1 thru 39.3	0.30	74.7
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RESPONSIBILITIES OF THE PARTIES

Method of Supply

Successful Offeror(s) will be required to provide Battelle with toll-free telephone and fax numbers, which Battelle will make available to Buyers. Successful Offeror(s) will also be encouraged, but not required, to provide an Internet link and product information sufficient for web site display. Battelle will maintain a web site for the products available through this solicitation, including toll-free telephone and fax numbers of the selected suppliers. If a supplier provides a link for direct Internet ordering, Battelle will include that link and related information on its web site.

Program Promotion

Battelle will promote this program at the national level through news releases, publications and presentations and will feature the roles of Successful Offeror(s) in these promotional materials.

DOE plans to promote federal purchases of the selected air conditioners through its Federal Energy Management Program and non-federal purchases through its Buildings Technology, State and Community Programs. Besides the federal government, the Consortium for Energy Efficiency has expressed interest in promoting air conditioners selected pursuant to this solicitation with rebates and other incentives offered by its members, which include utilities and state and regional energy market transformation programs. In addition, several large private purchasers, including national accounts and energy service companies, have encouraged DOE and DLA to proceed in the interest of making more efficient equipment available in the marketplace, and they have expressed a strong interest in considering the selected air conditioners for purchase.

DLA intends to list the selected air conditioners in its catalogs for federal buyers and to promote these units through their Maintenance, Repair and Operations and other programs for federal facilities. DLA also plans to offer all federal government customers the option of leasing these units to help defray any additional up front costs associated with the installation of air conditioners selected through this solicitation.

Reporting

For the purpose of evaluating the program's effectiveness in saving energy and costs, suppliers will be required to report the volume of sales under this program to Battelle on a regular basis. The details of such a reporting scheme will be negotiated by Battelle and the successful Offeror(s) prior to award.

Purchases

Neither DOE nor Battelle intends to purchase air conditioners for delivery to others. Buyers will purchase directly from suppliers under this program.

SUBSTITUTIONS AND ADDITIONS

After BOA award to successful Offeror(s), suppliers will be allowed to offer additional models of high-efficiency air conditioners or to substitute new models for models previously offered. Battelle will determine whether to permit these additions or substitutions based on whether the substitutions or additions appear to be in the best interest of the Buyers and on the supplier's past performance under the agreement (e.g. experience with the supplier's product performance, delivery record and related services). To be in the Buyers' best interest, the new product must score at least as well on the evaluation criteria as existing products in the program, and it must meet all other requirements set forth in this solicitation, as determined by Battelle.

ATTACHMENT A
REFERENCE ORGANIZATIONS, STANDARDS AND GLOSSARY

ANSI refers to the American National Standards Institute, Inc., 11 West 42nd Street, New York, NY 10036
Phone (212) 642-4900 Fax (212) 398-0023, Internet www.ansi.org

ARI refers to the Air Conditioning and Refrigeration Institute, 4301 N. Fairfax Dr., Arlington, VA 22203 Phone (703) 524-8800 Fax (703) 528-3816, Internet www.ari.org
ARI 210/240 (1994) Unitary Air-Conditioning and Air-Source Heat Pump Equipment
ARI 270 (1995) Sound Rating of Outdoor Unitary Equipment
ARI 340/360 (1993) Commercial and Industrial Unitary Air-Conditioning and heat pump Equipment

ASHRAE refers to the American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc., 1791 Tullie Circle, N.E., Atlanta, GA 30329 Phone (404) 636-8400 Fax (404) 321-5478, Internet www.ashrae.org
ASHRAE 15 (1994) Safety Code for Mechanical Refrigeration
ASHRAE 62 (1989) Ventilation for Acceptable Indoor Air Quality

ASTM refers to the American Society for Testing and Materials, 100 Barr Harbor Drive, West Conshohocken PA 19428-2959 Phone (610) 832-9585 Fax (610) 832-9555, Internet www.astm.org
ASTM B117 500-hour Salt Spray Test

CEC refers to the Canadian Electric Code

CGA refers to the Compressed Gas Association, 1725 Jefferson Davis Highway, Suite 1004, Arlington, VA 22202-4102 Phone (703) 412-0900 Fax (703) 412-0128, Internet www.cganet.com

CSA refers to the Canadian Standards Association, 178 Rexdale Boulevard, Etobicoke, ON M9W 1R3, Phone (416) 747-4000 Fax (416) 747-4149, Internet www.csa-international.org

ETL- Electrical Testing Laboratories Inc., ITS/ETL, 3933 U.S. Route 11, Cortland, NY 13045-0950 Phone (800) 345-3851 Fax (607) 758-6645, Internet www.etl.com

ISO refers to the International Organization for Standardization , 1, rue de Varembe, Case postale 56, CH-1211 Genève 20 Switzerland, Phone + 41 22 749 01 11 Fax + 41 22 733 34 30, Internet www.iso.ch
ISO 9002 Manufacturing Quality Control

NEC refers to the National Electric Code

NEMA refers to the National Electric Manufacturers Association, 1300 N 17th Street, Suite 1847, Rosslyn, VA, 22209 Phone (703) 841-3200, Internet www.nema.org

NFPA refers to the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269-9101 Phone (617) 770-3000, Internet www.nfpa.org
NFPA 90A (1996) Installation of Air-Conditioning and Ventilating Systems

SMACNA refers to the Sheet Metal and Air Conditioning Contractors National Association, Inc., 4201 Lafayette Center Drive, P.O. Box 221230, Chantilly, VA 20153-1230 Phone (703) 803-2980 Fax (703) 803-3732, Internet www.smacna.org

UL refers to Underwriters' Laboratories Inc., 333 Pfingsten Road, Northbrook, IL 60062-2096 Phone (847) 272-8800 Fax (847) 272-8129, Internet www.ul.com
UL 1995/CAN/CSA No. 236-M90 for Central Cooling Air Conditioners

GLOSSARY

EER – ENERGY EFFICIENCY RATIO: the ratio of net equipment cooling capacity in Btu/h to total rate of electric input in watts under designated operating conditions.

IPLV – INTEGRATED PART LOAD VALUE: is based on ARI Standard 210/240 or 360. Units are rated at 80°F entering dry bulb and 67°F entering wet bulb at ARI rated cfm.

UNITARY COOLING AND HEATING EQUIPMENT: One or more factory-made assemblies which include an evaporator or cooling coil, a compressor and condenser combination and may include a heating function as well. Where such equipment is provided in more than one assembly, the separate assemblies shall be designed to be used together.

ENCLOSURE 4
EVALUATION CRITERIA

EVALUATION CRITERIA

The following criteria will be used to evaluate responses to this solicitation:

Minimum Technical Specifications

Offers that do not meet the minimum technical specifications outlined in the Statement of Work, Enclosure 3, will be deemed unresponsive and will be automatically rejected. In addition to meeting the minimum specifications, the successful Offeror(s) shall be responsible for having complied with all applicable federal and state standards, regulations and laws governing these types of air conditioners. This includes compliance with all applicable safety and environmental standards.

Supplier Qualifications

Successful Offeror(s) must be suppliers of air conditioning equipment, capable of reliably furnishing products and honoring warranties under the terms of the Sample BOA (Enclosure 5)

Product Specifications

To be considered responsive, the Offeror(s) must certify that the products offered meet all of the requirements set forth in the Statement of Work (Enclosure 3).

Life-Cycle Cost

Products meeting the Product Specifications offered by Qualified Suppliers will be selected solely on the basis of life cycle cost, according to the following formula:

$$LCC = P + 7.61 \times E$$

Where LCC is life-cycle cost, P is the unit price offered in response to this solicitation, and E is annual electricity cost. P is the price as it appears in Enclosure 2 Attachment B, Contract Pricing Form. E is derived from the Simulated Energy Calculation Forms in Enclosure 2 Attachment A by multiplying the Total Annual Energy Use in kWh by \$0.06.

For purposes of evaluation and comparison among proposals, LCC will be scaled by the total capacity of the unit, yielding a normalized life-cycle cost in dollars per thousand Btu per hour. Products will be selected separately for the representative city climate characteristics corresponding to the Simulated Energy Calculation Forms mentioned above.

ENCLOSURE 5
SAMPLE AGREEMENT

BATTELLE MEMORIAL INSTITUTE
PACIFIC NORTHWEST DIVISION

SAMPLE BASIC ORDERING AGREEMENT NO. SAMPLE

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 procurement 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 direct ordering mechanism for volume purchases of high-efficiency unitary air conditioners by the multi-family housing industry, universities, governmental entities, restaurants, hotels/motels, public housing, industrial, warehousing, and other large purchasers and their suppliers, including utilities providing air conditioning products to their customers.

Battelle reserves the right to discontinue this Agreement's future applicability upon thirty (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's signature dates in Article III.
2. Ordering Period: Orders may be issued from the Agreement date through a date exactly twelve (12) months later. An optional six (6) months may be added if mutually agreed upon by Battelle and Contractor. Prior to the extension, price and other terms and conditions may be reviewed and renegotiated.
3. Fixed Unit Delivered Price: The following air conditioners have been selected for award and shall not exceed the maximum fixed unit prices listed below:

Model:

Maximum Fixed Unit Price

Model No.	_____	\$	_____
Model No.	_____	\$	_____
Model No.	_____	\$	_____

4. New Air Conditioner Submittal Process: Submission of new air conditioners is encouraged during the Agreement period. New air conditioners can be submitted at any time during the first eighteen (18) months of the Agreement. A proposal must be sent to the Battelle Contracting Officer describing the air conditioner, including the product number and all information required in Request for Proposal No. 411408, Enclosure 2, "Data to be Submitted with the Proposal." Three (3) signed copies of the submission must be included with the proposal.

Note: These air conditioners will be evaluated using the evaluation criteria set forth in Request For Proposal No. 411408, Enclosure 4, "Evaluation Criteria," and they 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: Shipment of the product shall be within seven (7) calendar days upon acceptance of delivery order for fewer than five (5) units by the Contractor. Delivery of five (5) units or more shall be scheduled by mutual agreement between the Buyer and the Contractor. Delivery shall be prepaid, FOB Origin, Full Freight Allowed, with title and risk passing to Buyer upon shipment.

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 master agreement. The Contractor shall

deliver a report to Battelle by the third (3rd) working day of each month that includes the following:

Number of air conditioners shipped in the previous month, by model
Number of air conditioners acquired through this program that were serviced or replaced under warranty

For each 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:

Builder

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 DIVISION

By _____

By _____

Title _____

Title _____

Date _____

Date _____

CONTRACTOR

By _____

By _____

Title _____

Title _____

Date _____

Date _____

ENCLOSURE 6
REPRESENTATIONS AND CERTIFICATIONS FORM

REPRESENTATIONS AND CERTIFICATIONS—FORM 400 (10/99)

INDEX

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| <ol style="list-style-type: none"> 1. Type of Business Organization 2. Parent Company and Identifying Data 3. Small Business Concern Representation 4. Small Disadvantaged Business Concern Representation 5. Women-Owned Small Business Representation 6. Previous Contracts and Compliance Reports 7. Royalty Payments Certification 8. Technical Data Certification 9. Patent Rights Representation 10. Buy American Certification | <ol style="list-style-type: none"> 11. Affirmative Action Compliance 12. Certification of Non-segregated Facilities 13. Contingent Fee Representation and Agreement 14. Anti-Kickback Representation 15. Debarment, Suspension, Proposed Debarment and Other Responsibility Matters 16. Clean Air and Water Certification 17. Walsh-Healey Public Contracts Act Representations 18. Cost Accounting Standards Notice and Certification |
|---|--|

CERTIFICATIONS—COMPLETE APPROPRIATE BOXES AND BLANKS BELOW. (See Section “Definitions,” for expanded definitions.)

1. TYPE OF BUSINESS ORGANIZATION (NOV 89). Offeror is

- A corporation, incorporated in the State of _____
- A **sole proprietorship**.
- A **partnership** formed under the laws of the State of _____
- A **joint venture** (submit details with proposal).
- Yes No **Offeror is exempt from federal income taxation** under Section 501 of the Internal Revenue code.

2. PARENT COMPANY AND IDENTIFYING DATA (NOV 89). (See Section “Definitions.”)

- Yes No Offeror is owned or controlled by a **parent company**.

If “Yes” Provide the following information:

(Name, Main Office Address, and Zip Code of Parent Company)

(Parent Company’s Employer’s Identification Number)

If “No” Provide **either** the offeror’s Employer Identification Number **or** if the offeror is an individual and has no Employer Identification Number, insert the offeror’s Social Security Account Number below:

_____ **OR** _____
 Employer’s Identification Number Offeror’s Social Security Account Number

3. SMALL BUSINESS CONCERN REPRESENTATION (NOV 89) (See Section “Definitions.”) Offeror represents and certifies that it

Is Is Not A **small business** concern.

All Not All Supplies furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

4. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (NOV 89). (See Section “Definitions.”) Offeror represents that it

Is Is Not A **small disadvantaged** business concern.

5. WOMEN-OWNED SMALL BUSINESS REPRESENTATION (JAN 86). (See Section “Definitions.”) Offeror represents that it

Is Is Not A **women-owned** small business concern.

6. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (JAN 86). Offeror represents that it

Has Has Not Participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114,

Has Has Not Filed all required compliance reports: and hereby certifies that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

7. ROYALTY PAYMENTS CERTIFICATION (JAN 86)

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:

A. the amount of each payment,

B. the names of the licensor, and

C. 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

8. TECHNICAL DATA CERTIFICATION (JAN 86)

A. 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.

9. PATENTS RIGHTS REPRESENTATION (JAN 86). Offeror represents that it

- 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.

10. BUY AMERICAN CERTIFICATION (JAN 86)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act") and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States. (List on separate page if needed.)

Excluded End Products	Country of Origin

11. AFFIRMATIVE ACTION COMPLIANCE (JAN 86). Offeror represents that it

- Does Does Not Employ 50 or more employees.

If offeror employs 50 or more employees and this offer will equal or exceed \$50,000, offeror also represents that it

- Has Has Not Developed and has on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), **or** it
- Has Has Not Previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

12. CERTIFICATION OF NON-SEGREGATED FACILITIES (JAN 86).

A. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.



... Putting Technology To Work

- B. By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- C. The offeror further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will:
 - (1) obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause,
 - (2) retain the certifications in the files, and
 - (3) forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

13. CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 84). (For interpretation of the representation, including the term bona fide employee, see subpart 3.4 of the Federal Acquisition Regulation). The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror

- Has Has Not Employed or retained any person or company to solicit or obtain this contract.
- Has Has Not Paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

Offeror agrees to provide information relating to the above Representation as requested by Battelle and, when either paragraph above is answered affirmatively, to promptly submit to Battelle:

- 1. completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119), or
- 2. A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer.

14. ANTI-KICKBACK REPRESENTATION. Offeror hereby represents that by signing below, the offeror or subcontractor has not (a) provided, attempted to provide, or offered to provide any kickback, (b) solicited, accepted, or attempted to accept any kickback, (c) included, directly or indirectly, the amount of any kickback in the price proposed by the offeror or subcontractor. (For interpretation of the term subcontractor kickback, see 41 U.S.C. Sections 51-58.)

15. DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (SEP 93) (Applicable to contracts exceeding \$25,000). Offeror certifies, to the best of its knowledge and belief, that 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 3-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, 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 subdivision A.1.b of this provision.

Offeror:

- Has Has Not Within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- A. 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 Battelle 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 Battelle 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, Battelle may terminate the contract resulting from this solicitation for default.

16. CLEAN AIR AND WATER CERTIFICATION (JAN 86). (Applicable to offers exceeding \$100,000) (Reference FAR 52.233-1). The offeror certifies that any facility to be used in the performance of this proposed contract

- Is Is Not Listed on the Environmental Protection Agency List of Violating Facilities. The offeror will immediately notify the Battelle Contract Representative, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities. The offeror will include a certification substantially the same as this certification, including this paragraph in every nonexempt subcontract.

17. WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATIONS (JAN 86)

The offeror represents as a part of this offer that the offeror is or is not a regular dealer in, or is or is not a manufacturer of, the supplies offered.

18. COST ACCOUNTING STANDARDS NOTICE AND CERTIFICATION (NOV 93).

NOTE: This notice **does not apply to small business 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.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

- A. Any contract **in excess of \$500,000** resulting from this solicitation, except contracts in which the price negotiated is based on 1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or 2) prices set by law or regulation, will be subject to the requirements of 48 CFR 9903 and 9904, except for contracts which may be 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 9903 and 9904, must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. The Disclosure Statement must be submitted to the cognizant administrative contracting officer (ACO) 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 below:

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: (a) original and one copy to the ACO, and (b) one copy to the cognizant contract auditor.

Disclosure must be on Form Number CASB-DS-1. Forms may be obtained from the ACO.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed:

The offeror further certifies that 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 Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO 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 more than \$25 million (of which at least one award exceeded \$1 million) 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 Battelle Contract Representative immediately.

4. Certificate of Interim Exemption

The offeror hereby certifies that (a) the offeror first exceeded the monetary exemption of disclosure, as defined in (3) above, in the cost accounting period immediately preceding the period in which this offer was submitted and (b) 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 the period, the offeror will immediately submit a revised certificate to the Battelle Contract Representative, in the form specified under (1) or (2) above, 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 \$25 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 means 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 a) during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, and b) the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Battelle Contract Representative 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 \$25 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 \$25 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 _____

DEFINITIONS

The following definitions apply to the referenced certifications under section “CERTIFICATIONS” of this form.

- 1. PARENT COMPANY AND IDENTIFYING DATA (NOV 89). Definition:** A “parent” company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control an offeror as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.
- 2. SMALL BUSINESS CONCERN REPRESENTATION (NOV 89). Definition:** “Small business concern,” as used in this provision, 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 size standards in 13 CFR 121, “Small Business Size Regulations.” Additional information can be found at 15 USC 632(A), “Criteria” for Small Business Concerns.
- 3. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (NOV 89). Definitions:** “Asian-Indian American,” as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh. “Asian-Pacific American,” as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Island, Laos, Cambodia, or Taiwan. “Native Americans,” as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians. “Small business concern,” as used in this provision, 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 and size standard in 13 CFR 121. “Small disadvantaged business concern” as used in this provision, means a small business concern that 1) is at least 51 percent owned or controlled by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals, and 2) has its management and daily business controlled by one or more such individuals.

Qualified Groups: The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

- 4. WOMEN-OWNED SMALL BUSINESS REPRESENTATION (JAN 86). Definitions:** “Small business concern,” as used in this provision, 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 and size standards in 13 CFR 121. “Women-owned,” as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

ENCLOSURE 7
EXPRESSIONS OF INTEREST FROM POTENTIAL LARGE VOLUME
BUYERS, ELECTRIC UTILITIES, AND CONSERVATION ORGANIZATIONS

EXPRESSIONS OF INTEREST FROM POTENTIAL LARGE VOLUME BUYERS, ELECTRIC UTILITIES, AND CONSERVATION ORGANIZATIONS

Expressions of interest have been received from eight major buyers. Wal*Mart and 7-Eleven have given permission to use their company names in the solicitation, and letters from McDonald's Corporation and Siemens Buildings Technologies and ENRON Energy Services appear below. The Consortium for Energy Efficiency, representing utilities, statewide and regional market transformation administrators, environmental groups, research organizations and state energy offices, has also lent its support to the solicitation, as indicated in an additional letter in this enclosure.

McDonald's

®

McDonald's Corporation
McDonald's Plaza
Oak Brook, Illinois 60523-1900
Direct Dial Number
630.623.5246

June 7, 2000

Mr. J.B. Hollomon
Pacific Northwest National Laboratory
901 D Street, SW, Suite 900
Washington, DC 20024-2115

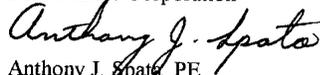
Dear Mr. Hollomon:

McDonald's Corporation is pleased to offer its support for the rooftop air conditioner technology program being organized by the Department of Energy's Federal Energy Management and Building Research and Standards Programs. McDonald's understands that the program's purpose is the promotion of new, highly efficient rooftop air conditioners for federal and privately owned commercial buildings.

Our review of the draft technical specifications for this program found them consistent with McDonald's own requirements for packaged HVAC equipment.

McDonald's Corporation typically utilizes rooftop air conditioning equipment in the 7.5 to 12.5 ton cooling-capacity range for its more than 12,000 restaurants in the U.S. Currently, we have approximately 40,000 packaged HVAC units in use. Combining our annual requirements for new restaurants and replacement equipment, we purchase approximately 2,000 rooftop units each year. If the rooftop air conditioning solicitation is issued, and winners are selected, we would be interested in evaluating the new units.

Sincerely,
McDonald's Corporation



Anthony J. Spata, PE
Corporate Engineer
Director, Building Systems and Facility Design

Xc J. Greenberg
J. Whipple
J. Rand
F. Matthias
M. Thompson
D. Crawford

SIEMENS

Letter of Support

September 8, 2000

J B Hollomon
Pacific Northwest National Laboratory
901 D Street, SW, Suite 900
Washington, DC 20024-2115

Dear Mr. Hollomon:

Siemens Building Technologies, Inc. is pleased to offer this letter of support for the rooftop air conditioner technology procurement program that is being organized by the Department of Energy's Federal Energy Management and Building Research and Standards Programs. It is Siemens' understanding that the purpose of this program is to promote the introduction of new, highly efficient rooftop air conditioners for federal and privately owned commercial buildings.

Siemens, as an Energy Services Company (ESCO), is continually looking for manufacturers who push technologies to the edge to provide our customers with the most efficient equipment available at a price, which can be offset by the savings it can generate. Siemens is a large purchaser of rooftop air conditioners and is pleased to support this effort. If the rooftop air conditioner solicitation is issued, and winners are selected, Siemens would be interested in evaluating the new units.

Please keep us informed of the progress of the solicitation as it moves forward.

Sincerely,



J. Christopher Larry
P.E., C.E.M., C.E.P., C.I.P.E.
Siemens Building Technologies, Inc.

Siemens Building Technologies, Inc.

Landis Division

600 Bursca Drive
Suite 606
Bridgeville, PA 15017-1429

Tel: (412) 257-2111
Fax: (412) 257-0220



Enron Energy Services
12647 Alcosta Blvd., Suite 500
San Ramon, CA 94583

JB Hollomon
Pacific Northwest National Laboratory
901 D Street, SW, Suite 900
Washington, DC 20024-2115

Dear Brad:

We have reviewed the draft terms of reference for a rooftop air conditioner solicitation, and we would offer the following comments and suggestions from our perspective as a player in the market for this kind of equipment.

Enron provides energy retrofit projects for commercial and industrial customers across the nation. Projects are typically performance based with specific payback criteria. As such, we are very interested in cost effective performance improvements for roof top units.

Our activity is reflected in installations amounting to an estimated 1000 plus units per year in the size range of 5-15 tons. If the solicitation is issued, and winners are selected, we would be very interested in specifying and purchasing many of these units.

Please keep us informed of the progress of the solicitation as it moves forward. If you have any questions please feel free to contact Rory Moran at (925) 543-3809.

Sincerely,

A handwritten signature in black ink, appearing to read "Dirk van Ulden". The signature is written in a cursive, somewhat stylized script.

Dirk van Ulden
Director, Account Management
Enron Energy Services, Northwest Region

Endless possibilities.™



CONSORTIUM FOR ENERGY EFFICIENCY, INC.

Expanding Markets for Super-Efficient TechnologiesSM

One State Street Suite 1400 Boston, MA 02109-3507 Phone: 617-589-3949 Fax: 617-589-3948 Email: CEE@CEEforMT.org Web: www.CEEforMT.org

J. B. Hollomon
Pacific Northwest National Laboratory
901 D Street, SW, Suite 900
Washington, DC 20024-2115

May 3, 2001

Dear Brad:

On behalf of the Consortium for Energy Efficiency's Committee on High-Efficiency Commercial Air Conditioning and Heat Pumps (HECAC), we are pleased to offer support for the unitary air conditioner technology procurement being organized by the U.S. Departments of Energy and Defense. It is the Committee's understanding that the purpose of the program is the promotion of new, highly efficient unitary rooftop air conditioners for both public and privately owned commercial buildings.

The Consortium for Energy Efficiency (CEE), a national, non-profit public benefits corporation, promotes the manufacture and purchase of energy-efficient products and services. Our members include utilities, statewide and regional market transformation administrators, environmental groups, research organizations and state energy offices.

In 1993 the HECAC Committee formed to promote the widespread use and proper installation of high-efficiency unitary (single-packaged and split-system) central air conditioning and heat pump equipment in commercial buildings. This committee developed the HECAC Initiative, which was launched in 1994 and has led the way for many cutting-edge energy conservation programs. A current Committee list is attached. For a summary of recent developments and initiative successes please review the *Commercial Air Conditioning Update* available on CEE's web site at www.CEEforMT.org.

As a national collaborative, CEE encourages initiative stakeholders to adopt common efficiency specifications (represented in tiers) as a means of pooling market influence. The HECAC Initiative specifies two efficiency tiers for voluntary use by utilities and other organizations. Tier I specifies equipment efficiency levels at least 13 percent greater than the current federal standard. Tier II specifies efficiency levels that are 10 percent greater than Tier I. A chart that delineates CEE's Tier levels is attached.

There are currently 24 organizations across the U.S. that use the initiative's specifications (both Tier I and II) as a basis for promoting high-efficiency equipment. Most of these organizations



offer rebates and informational assistance. Any products that meet Tier II criteria may be eligible for promotion within these programs.

Due to increases in ASHRAE and DOE standards, and the development of an ENERGY STAR[®] label for small commercial HVAC equipment, CEE expects to phase out its Tier I levels at the end of this year. A new, higher efficiency tier is currently under consideration.

CEE periodically assesses equipment available in the market as well as newly feasible efficiency levels that can be economically achieved. CEE's HECAC Committee will consider the winning products' efficiency level as well as other factors, in the determination of its next higher efficiency tier.

We are interested in future development and are eager to hear from you. Please keep us informed of progress as the solicitation moves forward.

Sincerely,

Marc Hoffman
Executive Director
CEE
One State Street
Suite 1400
Boston, MA 02109

Denise Rouleau
Program Manager
CEE
One State Street
Suite 1400
Boston, MA 02109

**Consortium for Energy Efficiency
High Efficiency Commercial Air Conditioning (HECAC) and Heat Pump Initiative**

HECAC Tier I and Tier II

Minimum Equipment Efficiencies for Unitary Commercial Air Conditioners				
Equipment Type	Size Category	Sub-Category	Tier I Efficiency	Tier II Efficiency
Air Conditioners, Air Cooled (Cooling Mode)	<65,000 Btu/h	Split System	12.0 SEER	13.0 SEER
		Single Package	11.0 SEER	13.0 SEER
	≥65,000 Btu/h and <135,000 Btu/h	Split System and Single Package	10.3 EER	11.0 EER
			10.6 IPLV	11.4 IPLV
	≥135,000 Btu/h and ≤240,000 Btu/h	Split System and Single Package	9.7 EER	10.8 EER
9.9 IPLV			11.2 IPLV	
>240,000 Btu/h	Split System and Single Package	9.5 EER 9.7 IPLV	10.0 EER 10.4 IPLV	
Air Conditioners, Water and Evaporatively Cooled	<65,000 Btu/h	Split System and Single Package	12.1 EER 11.2 IPLV	14.0 EER
	≥65,000 Btu/h and <135,000 Btu/h	Split System and Single Package	11.5 EER	14.0 EER
			10.6 IPLV	
≥135,000 Btu/h	Split System and Single Package	11.0 EER 10.3 IPLV	14.0 EER	

Minimum Equipment Efficiencies for Heat Pumps					
Equipment Type	Size Category	Sub-Category	Tier I Efficiency	Tier II Efficiency	
Air Cooled (Cooling Mode)	<65,000 Btu/h	Split System	12.0 SEER	13.0 SEER	
		Single Package	11.0 SEER	13.0 SEER	
	≥65,000 Btu/h and <135,000 Btu/h	Split System and Single Package	10.1 EER	11.0 EER	
			10.4 IPLV	11.4 IPLV	
	≥135,000 Btu/h and ≤240,000 Btu/h	Split System and Single Package	9.3 EER	10.8 EER	
9.5 IPLV			11.2 IPLV		
>240,000 Btu/h	Split System and Single Package	9.0 EER 9.2 IPLV	10.0 EER 10.4 IPLV		
Air Cooled, (Heating Mode)	<65,000 Btu/h	Split System	7.0 HSPF	8.0 HSPF	
		Single Package	6.8 HSPF	7.5 HSPF	
	≥65,000 Btu/h and <135,000 Btu/h	Outdoor Air	47°F db/43°wb	3.2 COP	3.4 COP
			17°F db/15°Fwb	2.2 COP	2.4 COP
	≥135,000 Btu/h	Outdoor Air	47°F db/43°wb	3.1 COP	3.3 COP
			17°F db/15°Fwb	2.0 COP	2.2 COP
Water Source (Cooling Mode)	<135,000 Btu/h	85° Entering Water	12.0 EER	14.0 EER	
Water Source (Heating Mode)	<135,000 Btu/h	70° Entering Water	4.1 COP	4.6 COP	

Revised 2/5/98

Tier I and II program participants

California

City of Palo Alto Utilities
Pacific Gas & Electric*+
Sacramento Municipal Utilities
San Diego Gas & Electric*+
Southern California Edison*

Connecticut

Connecticut Light & Power
United Illuminating

Massachusetts

Fitchburg Gas & Electric
Massachusetts Electric
NSTAR Electric
Western Massachusetts Electric

Minnesota

Xcel Energy*

New Hampshire

Granite State Electric
Public Service of N.H.

New Jersey

Connecticut Power Delivery
GPU Energy
Public Service Electric & Gas

New York

Long Island Power Authority
NYSERDA

Oregon

State of Oregon (tax program)

Rhode Island

Narragansett Electric

Vermont

Efficiency Vermont

Wisconsin

Wisconsin Public Service*

National

Federal Energy Mgmt. Program*+

*Tier I only

+Tier II program expected in 2001