Jefferson Lab
Thomas Jefferson National Accelerator Facility

REPRESENTATIONS AND CERTIFICATIONS

(Supplies and Services > $150,000)

The following Representation & Certification solicitation provisions must be completed and this form must be signed and returned with the offeror's proposal. As used herein, the term "Contract" shall mean the Purchase Order or Subcontract resulting from this solicitation; the term "Contractor" shall mean the entity (herinafter "Subcontractor") who shall enter into the Purchase Order or Subcontract with the Jefferson Science Associates, LLC (hereinafter JSA or JLab); the term "subcontract" shall mean the Subcontractor's or sub tier subcontractor; and the terms "Government" and "Contracting Officer" shall mean JSA's subcontracting officer. The term "Offer" includes "Bid", "Proposal," and "Quotation;" and the term "Offeror" includes Bidder," "Proposer," "Quoter," and "Vendor" as may be applicable. **The Offeror/Bidder Represents and Certifies That: (Check Or Complete All Applicable Sections) All items below must be completed by Offeror.**

1. COMPANY INFORMATION

Legal Business Name: Chemical Abstracts Service a division of the American Chemical Society

Other name by which your entity is commonly recognized: CAS

Physical Street Address, City, State, and 9-Digit Zip Code *2540 Olentangy River Rd., Columbus OH 43202*

Primary Performance Location: City, State and 9-Digit Zip Code (if separate from physical)

Business Point of Contact and Title: *Jennifer Sexton, Major Account Manager*

Phone Number and Email Address: 614-447-3655, jsexton@cas.org

Company www URL Website: *www.cas.org*

Company DUNS#: *04-508-2633* *Parent Company DUNS# (If Applicable):*

Commercial and Government Entity (CAGE) Code: *019P5*
(Your Company can register in the Government Contractor Central Registry (CCR) at https://www.bpn.gov/ccr or call for assistance at 1-888-227-2423)

Taxpayer Identification Number (TIN) 53-0196572

By: Craig W. Stephens *Date:* 5·29·15
(Signature of Person Authorized to Legally Bind the Offeror)

Name and Title Of Signer **Craig W. Stephens, VP, Sales**

Solicitation No.: **Subcontract No. (if known):**

(This solicitation is issued under JSA's Contract No. DE-AC05-06OR23177 with the Department of Energy)

2. REPORTING EXECUTIVE COMPENSATION-FAR 52.204-10 (APPLICABLE IF OFFER/ SUBCONTRACT IS >$25,000)

Definitions. As used in this clause:
"Executive" means officers, managing partners, or any other employees in management positions.

"Months of award" means the month in which a contract is signed by the Contracting officer or the month in which a first-tier subcontract is signed by the Contractor.

"First-Tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and inludes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*
(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for Financial statement reporting purposes with respect to the fiscal year in accordance with the financial Accounting Standards Board's Accounting Standards Codification (FASB ASC 718), Compensation-Stock Compensation.
(3) *Earnings for services under nonequity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
(5) *Above-market earnings on deferred compensation which is not tax-qualified.*
(6) *Other compensation.* If the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

GROSS INCOME UNDER $300,000:

☐ CHECK IF APPLICABLE-Offeror/subcontractor in the previous tax year had gross income from all sources under $300,000. Laboratory is not required to report award to that contractor.

(A) In the Contractor's preceding fiscal year, the Contractor received--

☐ 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and sub-grants) and cooperative agreements; and

☐ $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants) and cooperative agreements; and

(B) ☐ The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

*If the offeror checked all of the boxes above in (A) and (B) the offeror must provide the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year below. This must be provided by through this certification and annually thereafter unless directed by the Contracting Officer.

1. Name_____
   Total Compensation _____

2. Name _____
   Total Compensation _____

3. Name _____
   Total Compensation _____

4. Name _____
   Total Compensation _____

5. Name _____
   Total Compensation _____

Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 5202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Laboratory to report information on subcontract awards. The law requires all reported information be made public, therefore, the Laboratory is advising hereby its subcontractors that the required information will be made public. Nothing in this clause requires the disclosure of classified information.

3. TYPE OF ORGANIZATION

The Offeror represents and certifies as part of its offer that:

It operates as ☐ an individual, ☐ a sole proprietorship, ☐ a partnership, ☒ a nonprofit organization, ☐ a professional corporation, or ☐ other corporation incorporated in the State of _____, or country _____, if a foreign country.

(If Company is a Corporation- and has less than four employees, complete ".)

4. COMPANY E-VERIFY IDENTIFICATION

Company ☒ is, ☐ is not enrolled in the Government E-Verfiy Program. If enrolled provide Employer Identification Number:

Unavailable at this time

Note: If awarded a subcontract under this solicitation- Company may be subject to the Government's E-Verify Program requirements (See "Employment Eligibility Verification applicability (FAR 52.222-24) in the Construction terms and conditions attached hereto.

5. SMALL BUSINESS PROGRAM REPRESENTATIONS

(a)(1) The North American Industry Classification System

(NAICS) code for this acquisition is 519190 [*insert NAICS code*].

(2) The small business size standard is 500 employees [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations

(1) The offeror represents as part of its offer that:

It ❑ is, ☒ is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*]

The offeror represents, for general statistical purposes, that it ❑ is, ❑ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*]

The offeror represents as part of its offer that it ❑ is, ❑ is not, a women-owned small business concern.

(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*]

The offeror represents as part of its offer that it ❑ is, ❑ is not, a veteran-owned small business concern.

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*]

The offeror represents as part of its offer that it ❑ is, ❑ is not, a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*]

The offeror represents, as part of its offer, that—

(i) It ❑ is, ❑ is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ❑ is, ❑ is not, a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

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

_____

_____

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

HUBZone Evaluation Preference (Applies if this requirement is not set-aside exclusively for Small Business Participation)

This solicitation provides a HUBZone evaluation preference for qualified HUBZone Small Business Concerns. A factor of 10 percent shall be applied

on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

A HUBZone small business concern may elect to waive the evaluation preference, in which case the 10 percent price factor will be added to its offer for evaluation purposes against other HUBZone companies. The "HUBZone Agreements" listed below do not apply if the offeror has waived the evaluation preference.

HUBZone Small Business Concerns shall complete the following waiver information under (1) or (2) below. Failure to check either box will assume the HUBZone Company waives the evaluation preference for this action

(1.) ❑ Offeror does not waive the HUBZone price evaluation preference.

(2.) ❑ Offeror waives the HUBZone price evaluation preference

The following HUBZone Agreement applies to HUBZone Offerors that do not waive the price evaluation preference

HUBZone Agreement

- ***A HUBZone small business concern agrees that in the performance of the subcontract, in the case of a subcontract for:***

1. Services (except construction), at least 50 percent of the cost of personnel for subcontract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
2. Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
3. General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
4. Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

- ***A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in numbered paragraphs 1-4 directly above will be performed by the HUBZone small business participant or participants;***
- ***A HUBZone small business concern nonmanufacturer agrees to furnish in performing this subcontract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service subcontracts.***

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

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

(1.) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

Alternate I (Apr 2002). As prescribed in 19.308

(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete *if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*]

The offeror shall check the category in which its ownership falls:

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

6. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a.) It ❑ has, ☒ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b.) It ❑ has, ☒ has not filed all required compliance reports; and

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

7. *Affirmative Action Compliance*

(Required if Firm Has 50 or More Employees and Current Government Contracts Or Subcontracts Totaling $50,000 Or More)

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

(b.) It ❑ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

8. PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of $10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of $10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

9. COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

10. CONTINGENT FEE REPRESENTATION AND AGREEMENT

(a.) Representation Except for full-time bona fide employees working solely for the offeror, the offeror--

1. ☐ has, ☒ has not employed or retained any person or company to solicit or obtain this contract; and
2. ☐ 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.

(b.) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Laboratory and, when subparagraph (a) (1) or (a) (2) is answered affirmatively, to promptly submit to the Laboratory:

1. A completed Statement of Contingent or Other Fees; or
2. A signed statement indicating that the statement was previously submitted to the Laboratory, including the date and applicable solicitation or contract number, and representing that the prior statement applies to this offer.

11. BUY AMERICAN ACT - SUPPLIES

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 (as defined in the clause entitled, Buy American Act - Supplies). Applicable Foreign End Products will be evaluated in accordance with FAR 25.105. (Use additional sheet and check box ☐ if more lines are needed)

Foreign End Products/Country of Origin

_____

_____

12. WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION *(Applicable if Supply Requirement)*

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.

13. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(a.) The offeror certifies that:

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b.) Each signature on the offer is considered to be a certification by the signatory that the signatory--

1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
2.

(i.) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to sub-paragraphs (a)(1) through (a)(3) above

_____

_____

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii.) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii.) As an agent, has not personally participated, and will not participate, in any action contrary to

subparagraphs (a)(1) through (a)(3) above.

(c.) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

14. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a.) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b.) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference it his provision.

(c.) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d.) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e.) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, for each such failure.

(End of Provision)

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a.)

1. The Offeror certifies, to the best of its knowledge and belief, that –

   (i.) The Offeror and/or any of its Principals

A. *Are ☐, are not ☒, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;*

B. *Have ☐, have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and*

C. *Are ☐, are not ☒, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.*

   (ii.) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

subsidiary, division, or business segment, and similar positions).

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

(b.) The Offeror shall provide immediate written notice to the Laboratory if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c.) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Laboratory may render the Offeror nonresponsible.

(d.) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e.) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Laboratory may terminate the contract resulting from this solicitation for default.

16. RESERVED

17. SUSPECT/COUNTERFEIT PARTS CERTIFICATION

Suspect/counterfeit parts shall not be used in the performance of any work resulting from this offer, whether on or off the Laboratory site, nor shall suspect/counterfeit parts be included in any supplies furnished as a result of this offer.

18. RIGHTS IN PROPOSAL DATA

It is Laboratory policy for a contract award based on a proposal that, in consideration of the award, the Government shall obtain unlimited rights in the technical data (data which are of a scientific or technical nature) contained in the proposal unless the contractor marks those portions of the technical information which he asserts as "proprietary data" or specifies those portions of such technical data which are not directly related to or will not be utilized in the work to be funded under the contract. Accordingly, please indicate:

☐ No restriction on Government rights in the proposal technical data; or

☐ The following identified technical data is proprietary or is not directly related to or will not be utilized in the work to be funded under the subcontract:

DATA

☒ Not Applicable

19. REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JUN 1987) (48 CFR 52.227-15)

(a.) This solicitation sets forth the work to be performed if a contract award results, and the Government's and the Laboratory's known delivery requirements for data (as defined in 48 CFR 52.227-14). Any resulting contract may also provide the Government and the Laboratory the option to order additional data under the Additional Data Requirements clause at 48 CFR 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 48 CFR 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b.) As an aid in determining the Government's and the Laboratory's need to include any of the aforementioned Alternates in the clause at 48 CFR 52.227-14, Rights in Data--General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

Representation Concerning Data Rights

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Data_____

☐ Not Applicable

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause "Rights in Data--General." (48 CFR 52.227-14)

20. CERTIFICATION AS TO SMALL BUSINESS OR NONPROFIT STATUS UNDER PUBLIC LAW 96-517 AS AMENDED BY PUBLIC LAW 98-620

Patent Terms and Notice Of Right To Request Patent Waiver

1. Under the provisions of Public Law 96-517 as amended by Public Law 98-620, the patent terms required for contracts with offerors in certain categories are as set forth in DOE Acquisition Regulations. In order to determine the Patent Provisions applicable to this contract, please check the applicable box.

Offeror is:

☐ (a) A small business firm as defined at Section 3 of Public Law 85-536 (l5 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration.

☒ (b) A university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)); or

☐ (c) A nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Please identify the statue:

☐ (d) None of the above.

2. Offerors who have checked (d) above have the right to request in advance of or within thirty (30) days after execution of the contract, in accordance with applicable statutes and DOE Patent Waiver Regulation 10 CFR 784, a waiver of all or any part of the rights of the United States in subject inventions. If the offeror intends to request a waiver to such invention rights pursuant to DOE Patent Waiver Regulation 10 CFR 784, please indicate:

   ☐ I intend to request an advance waiver in accordance with DOE Patent Waiver Regulation 10 CFR 784.

   ☐ I do not intend to request an advance waiver.

This is submitted with the intention that the Department of Energy rely on my representation that the offeror is a member of the category indicated.

21. USE OF COMPUTER SOFTWARE

Will any computer software....

(i.) which is not commercially available and is licensed from third parties ,or

(ii.) on which you place restrictions with respect to use, copying, or disclosure be used in the performance of the work under this subcontract

Yes ☒ No ☐ If "Yes", Name of software:

SciFinder

22. TOXIC CHEMICAL RELEASE REPORTING

(Applicable if offer exceeds $100,000.)

(a.) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for subcontract award.

(b.) By signing this offer, the Offeror certifies that –

1. As the owner or operator of facilities that will be used in the performance of this subcontract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the subcontract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

2. None of its owned or operated facilities to be used in the performance of this subcontract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

   (i.) ☒ The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

   (ii.) ☐ The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

   (iii.) ☐ The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

   (iv.) ☐ The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

   A. Major group code 10 (except 1011, 1081, and 1094).

   B. Major group code 12 (except 1241).

   C. Major group codes 20 through 39.

   D. Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

   E. Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

   (v.) ☐ The facility is not located in the United States or its outlying areas.

23. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

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

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of $650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy

the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.*

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____

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

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

☐ *(2) Certificate of Previously Submitted Disclosure Statement.*

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

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

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

☒ (3) *Certificate of Monetary Exemption.*

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

☐ (4) Certificate of Interim Exemption.

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

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

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

☐[ ] Yes ☐[X] No

24. JSA TERMS AND CONDITIONS

By submission of its offer, the offeror represents that, unless otherwise noted in the offeror's proposal, the Laboratory's standard terms and conditions (included in the Laboratory's solicitation) will be included in and govern any subsequent subcontract.

25. COMPENSATION INFORMATION

This section 24 is applicable if partially or fully funded under the American Recovery and Reinvestment Act of 2009, Pub. L. 115-5, (Recovery Act or Act). **Accordingly, this requirement is only applicable if the box below labeled "*Recovery Act is Applicable*" is checked "☒"**

Recovery Act is ☐ Applicable

The names and total compensation of each of the five most highly compensated officers for the calendar year in which this subcontract is awarded is required at the time of award if all the following statements are true:

(i) The Subcontractor's gross income for the previous tax year exceeded $300,000; and

(ii) If entity in the subcontractor's preceding fiscal year received:

(A) 80% or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) $25,000,000or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(iii) the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13 (a) or 15 (d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 780(d)) or section 6104 of the Internal Revenue Code of 1986.

Check the appropriate box below:

☐ All items (i) through (iii) above are true- and therefore the names and total compensation of each of the five most highly compensated officers for the calendar year in which this subcontract/purchase order is awarded will be provided at the time of award of the subcontract/purchase order.

☐ Not all items (i) through (iii) above are true- and therefore the list of the five most highly compensated officers will not be provided upon award of a subcontract/purchase order.

26. AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)— REPORTING REQUIREMENTS (JUL 2010)

(a.) If the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 is marked applicable under Part 24 Compensation Information above; the ARRA requires submission of specific information (reporting) when purchase orders and subcontracts are partially or fully funded using ARRA funds.

(b.) Non Applicability of Reporting Requirements

Mark the box below "☒"if the Subcontractor's gross income for the previous tax year was under $300,000

☐***Subcontractor's total income for the prior tax year was under $300,000 (if subcontractor checks box at left indicating a total income <$300,000 reporting requirements under (c.). below are not applicable to this subcontract)***

(c.) Reporting Requirements-

Provide an estimate of the number of jobs created and jobs retained for this subcontract performed in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors. (If none, please indicate on each line as applicable).

- ***Estimated Number of Jobs Created:***

_____

- ***Estimated Number of Jobs Retained:***_____

-

Note: If your company is successful in receiving an award under a solicitation utilizing ARRA funding, you will be required to provide monthly updates on "Jobs Created" and "Jobs Retained".