

**REQUEST FOR PROPOSALS
Solicitation, Offer and Award**



**Jefferson Science Associates LLC
628 Hofstadter Road, Suite 5
Newport News, VA 23606
FAX: (757)269-7057**

SOLICITATION NO. JSA-10-R292787

DATE ISSUED: July 15, 2010

PROPOSALS ARE DUE: 5:00 P.M. EASTERN TIME ON July 28, 2010

MANDATORY SITE VISIT - ☐ WILL BE HELD AT ON (See #3 Below)
☒ WILL NOT BE HELD

Subcontracting Officer:	Mitch Laney	Telephone: (757) 269-5338	E-Mail: laney@jlab.orgg
Alternate Contact:	Ross Small	Telephone: (757) 269-7603	E-Mail: small@jlab.org

1. PROPOSAL INSTRUCTIONS – SUBMIT ALL OF THE FOLLOWING WITH YOUR PROPOSAL:

- a. Complete and Sign Solicitation, Offer and Award Form – RFP 6B (Non-Commercial \$100,000+) (2 pages)
- b. Bid Schedule (1 page)
- c. Milestone and Payment Schedule Request (1 page)
- d. Representations and Certifications - Reps/Certs ☒ -2 Non-Comm >\$100K ☐ -3 Construction >\$100K
☐ -4 Commercial Services >\$100K
- e. Other Information as described in the attached Proposal Instructions

☐ Fax or ☒ Electronic Proposals Are Authorized if Box Marked "☒.

2. BASIS FOR AWARD – Award will be made to the lowest priced, technically acceptable offer to JSA, price and other factors considered.

☒ Specific evaluation factors apply to this solicitation. See the Evaluation and Award criteria.

3. SITE VISIT – ATTENDANCE AT A PRE-PROPOSAL SITE VISIT ☐ IS ☒ IS NOT REQUIRED

If required, offerors must attend a site visit to be eligible for award of any subcontract resulting from this solicitation. Attendees must report to the receptionist of the VARC building (Building No. 28), 628 Hofstadter Road, Newport News, VA, no later than the date and time specified above. Additional site visits / conferences will only be held if the Subcontracting Officer determines they are in the best interest of Jefferson Lab. The following are applicable if box is checked:

- ☐ Hard hats, safety shoes, and safety glasses are required.
- ☐ Attendees must pre-register for the site visit by sending an e-mail to the Buyer with the company name and number of attendees. **Registration deadline for the site visit is _____ on _____. Non-U.S. citizens see <http://www.jlab.org/visitors/visiting/visa.html> for additional requirements for international visitors.**
- ☐ All attendees must have a valid picture ID.

4. QUESTIONS – Any questions related to the RFP must be in writing and should be sent by email or by facsimile to the attention of the Subcontracting Officer, or mailed to the procurement office business address. For expediency, email is the preferred method of communication. All inquiries regarding this solicitation must be received no later than 4:00 p.m. on July 22, 2010 to allow JSA sufficient time to respond. Please reference the solicitation number in your correspondence.

5. SHIPPING TERMS: FOB Destination unless otherwise specified.

6. NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE: ☒ If the box to the left is marked "☒" this solicitation is set aside to small business firms only. Offers/bids received from concerns that are not small business concerns shall be considered non-responsive and will be rejected.

7. STATE AND LOCAL TAXES – Unless otherwise indicated below or elsewhere the solicitation or purchase order, prices shall include all applicable Federal, State, and Local Taxes.

☒ This requirement is exempt from Commonwealth of Virginia Sales and Use Taxes. A Certificate of Exemption form is available upon request.

☐ JSA will request an exemption from U.S. Customs Duties. Do not include U.S. Customs Duties in your price.

8. APPLICABLE TERMS AND CONDITIONS- The Sections marked ☒ below are applicable and attached to this solicitation.

- ☐ Fixed Price Supply- Form TC-1 (Commercial) Rev
☒ Fixed Price Supply- Form TC-2 (Non-Commercial) Rev. March 2010, 12 pages
☐ Fixed Price Services- Form TC-3 (Commercial) Rev
☐ Fixed Price Services- Form TC-4 (Noncommercial) Rev.
☐ Fixed Price Construction- Form TC- 5 Rev
☐ Environment, Safety and Health Requirements – Version
☐ Service Contract Act Wage Determination No.
☐ Davis-Bacon Act Wage Determination No.

9. ☒ SPECIFICATIONS, DRAWINGS, AND/OR EXHIBITS LISTED BELOW ARE ATTACHED IF BOX MARKED ☒

☒ Drawings/Specifications listed ☒ Below or ☐ in

- ☐ Sample Bid Bond (<http://www.jlab.org> - Under Business Connections – Vendor Tool Box
☐ Sample Performance Bond (<http://www.jlab.org> - Under Business Connections – Vendor Tool Box
☐ Sample Payment Bond (<http://www.jlab.org> - Under Business Connections – Vendor Tool Box
☒ Specification entitled “Requirements for Ion Pump Power Supplies to Support the 12Gev Project” dated June 18, 2010 (1 page)

OFFER (Complete and Sign)

Acknowledgement of Amendments:

Amend. No.	Amend. No.	Amend. No.	Amend. No.	Amend. No.

Payment Terms: Indicate any prompt payment discounts; otherwise payment terms shall be Net 30 days.

Name, Address, Phone Number, and Fax Number of Firm Submitting Offer (Type or Print):

Company Name: _____

Address: _____

Telephone No. () _____ Fax No. () _____

Name and Title of Person Authorized to Sign Offer (Type or Print)

Name: _____ Title: _____ Signature: _____

Offer Date: _____

**INSTRUCTIONS TO OFFERORS & EVALUATION PROCESS
SOLICITATION FOR
ION PUMP POWER SUPPLIES**

I. PROPOSAL INSTRUCTIONS

A. GENERAL

To be considered for award you must (1) submit an offer and (2) submit other written information demonstrating your capability and your understanding of Jefferson Lab's requirements.

1. **Unless this RFP expressly authorizes alternate proposals with respect to specific terms or conditions of this RFP, your (1) failure or refusal to assent to any of the terms and conditions of this RFP, (2) proposal of additional terms or conditions, or (3) omission of any material information, will constitute a deficiency, which may make your offer unacceptable to us.**
2. While we may work with the offeror through the discussion process to correct proposal omissions, errors or deficiencies, we reserve the right to award this subcontract based upon the initial offers we receive, without discussions. Therefore, we warn all offerors to consult with the subcontracting officer before submitting an offer that proposes a different design or product unless such alternate design or products are encouraged by the Technical Specification. We also reserve the right to conduct discussions and to permit offerors to revise their proposals if we think it is in our interests to do so.
3. When evaluating your capability to perform the prospective subcontract (see Evaluation Factors for Award) we will consider how well you complied with these instructions. We will consider any significant failure to comply with these instructions to be indicative of what we could expect from you during subcontract performance. Please contact our subcontracting officer by telephone, e-mail or in writing if you do not understand any part of these instructions.
4. Offerors are authorized and encouraged to submit their offers in an electronic format.

B. CONTENTS OF WRITTEN PROPOSALS

1. Offer

The completion and submission to us of the following items will constitute your offer to perform in accordance with the terms and conditions of the RFP, including attachments and documents incorporated by reference. **Offers must include the following:**

- (a) Price Proposal - Completed RFP Bid Schedule and Milestone and Payment Schedule Request.
- (b) RFP form PD 6B - “Solicitation, Offer and Award” - Complete “Offer” section and sign.
- (c) RFP Reps/Certs-2 - “Representations/Certifications” – Complete and sign.
- (d) Solicitation Amendments - Acknowledge all solicitation amendments.
- (e) Terms and Conditions Certification - Complete and sign. Your offer must communicate your unconditional assent to the terms and conditions in this RFP, its attachments, and documents incorporated by reference. Complete attached “Terms and Conditions” Certification, stating the degree to which you will meet the requirements of this solicitation. Document any discrepancies, conflicts, or exceptions taken to the Jefferson Lab Statement of Work or any solicitation clauses as follows:
 - (1) Explanation of any discrepancies,
 - (2) Explanation of any conflicts,
 - (3) Explanation of any exceptions taken, and
 - (4) Explanation of and supported advocacy rationale for any changes proposed to resolve discrepancies, conflicts, and/or exceptions.
- (f) Financial Condition - Submit one copy of your most recent annual report (if any) and financial statements for the past two years.

2. Technical Proposal and Other Information – Provide the following:

- (a) Experience and Past Performance – Provide adequate information to describe your capability and experience relevant to this acquisition. List two references that can confirm satisfactory performance on similar contracts. Please provide (1) Point of contact, (2) Telephone number, (3) Complete address, (4) E-mail address, and (5) Description of work, scope and price for each reference. Please confirm that the information is current before submitting a reference. JSA/Jefferson Lab reserves the right to obtain past performance information from any source it deems appropriate.
- (b) Discuss your current and projected workload in terms of available labor, equipment, facilities and floor space loading that will be necessary to manufacture and deliver the Ion Pump Power Supplies.

- (c) Provide sufficient documentation to describe how you will meet the Jefferson Lab required schedule.
- (d) Describe the utilization of subcontractors, if they will be required, and provide information on those subcontractors with regard to their past performance history.

II. EVALUATION FACTORS FOR AWARD

Jefferson Lab will award the subcontract to the offeror that is determined capable, satisfactorily meets the requirements, and provides the lowest, reasonable price. JSA will separately evaluate proposals in accordance with the below criteria.

A. CAPABILITY CRITERIA

Conformance to the solicitation requirements. Offeror clearly demonstrates through the information provided in accordance with instructions to offerors that it is capable of meeting all of the specification requirements, understands the requirements, and intends to fully conform to the solicitation requirements:

1. Demonstrated satisfactory performance on contracts with similar requirements. Offeror demonstrates that they have produced like items and met critical delivery requirements similar to the items required by the specification. References may be contacted to ensure they were satisfied with the contractor's performance. Specifically the references may be asked whether they believe that the offeror: (1) was capable, efficient and effective; (2) conformed to the terms and conditions of the contract; (3) were reasonable and cooperative during performance; and (4) were committed to customer satisfaction.
2. Demonstrated ability and availability of resources to produce the required products with existing equipment and facilities.
3. Documentation provided is realistic, complete, provides the required information, and demonstrates that offeror can meet JSA's required delivery schedule.

B. PRICE AND PRICE RELATED FACTORS

Jefferson Lab will evaluate the reasonableness and realism of price in relation to the requirements of the RFP and the offeror's capability. For award purposes if and when Bid Schedule requests prices for options, Jefferson Lab will evaluate options by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate Jefferson Lab to exercise the option(s).

C. SELECTION DECISION

In order to select the winning offeror, Jefferson Lab will first determine the offerors that are capable of performing the work required by the RFP and whose offer conforms to the RFP and technical requirements. The capable offeror whose proposal conforms to the RFP requirements and that has the lowest reasonable and realistic price will be selected for award.

III. OTHER INSTRUCTIONS AND PROPOSAL CONDITIONS

A. DEFINITIONS

As used in this provision –

1. Wherever the term “bid” or “bidder” appears it is referring to the offer or offeror.
2. "Discussions" are negotiations that occur after establishment of the competitive range that may, at the Subcontracting Officer's discretion, result in the offeror being allowed to revise its proposal.
3. "In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
4. “Offer” means “proposal” in negotiations.
5. "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
6. "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Subcontracting Officer as the result of negotiations.
7. “Solicitation” means “Request for Proposal (RFP)” or “Request for Quotations (RFQ)” in negotiations.
8. "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

B. SUBCONTRACT AWARD NOTES

1. We will award a subcontract resulting from this solicitation to the responsible offeror that is determined capable, after evaluation in accordance with the factors and subfactors in the solicitation, and provides the lowest, reasonable price.
2. We may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.
3. We may reject any offer that is deemed deficient in any critical capability area or an offer that is non-responsive to the Technical Requirements and Terms and Conditions to the extent that the deficiency in capability or the non responsiveness cannot be remedied within the time allotted for evaluation of the offers.
4. We may award a subcontract on the basis of initial offers received, without discussions. Therefore, your initial offer should contain your best terms, from a cost or price and technical standpoint.
5. We may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. We reserve the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specified otherwise in the offer.
6. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding subcontract without further action by either party. Before the offer's specified expiration time, we may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by JSA.
7. Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting subcontract. However, if the resulting subcontract contains a clause providing for price reduction for defective cost or pricing data, the subcontract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

C. AMENDMENTS TO SOLICITATIONS

1. If this solicitation is amended, then all terms and conditions that are not modified remain unchanged.

2. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified for receipt of offers.

D. SUBMISSION OF PROPOSALS

1. Offerors are authorized and encouraged to submit their offers in an electronic format as described in Section M below. However, if offeror is unable to submit the offer electronically, the offer and other written information shall be submitted in original plus two (2) copies.
2. Proposals shall be addressed to the office specified in the solicitation, and shall show the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in this paragraph.
3. The first page of the proposal should show –
 - (a) The solicitation number;
 - (b) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (c) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with JSA/JLab in connection with this solicitation; and
 - (d) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
4. Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the JSA/JLab office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated JSA/JLab office on the date that proposal or revision is due.
5. Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
6. Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars, unless otherwise permitted by the solicitation.
7. Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to JSA, and (2) returned at the sender's request and expense, unless they are destroyed during pre-award testing.

8. Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.
9. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
10. Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

E. LATE SUBMISSIONS

1. Any proposal, modification, or revision received at The JSA/JLab office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Subcontracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –
 - (a) If it was transmitted through an electronic commerce method authorized by the solicitation, and there is acceptable evidence to establish that it was received at the designated JSA/JLab site for receipt of offers and was under JSA/JLab's control prior to the time set for receipt of offers; or
 - (b) It is the only proposal received.
2. However, a late modification of an otherwise successful proposal that makes its terms more favorable to JSA/JLab, will be considered at any time it is received and may be accepted.
3. Acceptable evidence to establish the time of receipt at The JSA/JLab installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of JSA/JLab personnel.
4. If an emergency or unanticipated event interrupts normal JSA/JLab processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent JSA/JLab requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal JSA/JLab processes resume.

F. WITHDRAWALS, MODIFICATIONS AND REVISIONS TO PROPOSALS

1. Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the

solicitation authorizes facsimile or electronic commerce proposals, proposals may be withdrawn via facsimile or electronic commerce received at any time before award, subject to the conditions specified in the authorizing provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award. Withdrawals are effective upon receipt of notice by the Subcontracting Officer.

2. Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
3. Offerors may submit revised proposals only if requested or allowed by the Subcontracting Officer.
4. Proposals may be withdrawn by written notice at any time before award. Withdrawals are effective upon receipt of notice by the Subcontracting Officer.

G. OFFER EXPIRATION DATE

Proposals in response to this solicitation will be valid for forty-five **(45)** days unless a different period is proposed by the offeror.

H. RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose or used by JSA or the Government except for evaluation purposes, shall—

1. Mark the title page with the following legend: **"This proposal includes data that shall not be disclosed outside JSA or the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a subcontract is awarded to this offeror as a result of--or in connection with--the submission of this data, JSA or the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting subcontract. This restriction does not limit JSA's or the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets _____", and**
2. Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

I. PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW

An award in the amount of \$10 million or more will not be made under this solicitation unless the offeror is found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

J. UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

K. EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing by the date provided in the Solicitation Form (PD 6B) to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of a subcontract will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors.

L. WEB POSTING AND ACCESSING SOLICITATION DOCUMENTS

This requirement is posted on the World Wide Web (WWW) at the site address <http://www1.jlab.org>. After going to the Jefferson Lab home page, click on Business Connections and then on Solicitation Bulletin Board. It is the offeror's responsibility to monitor the Web page for amendments or revisions to the solicitation and other related information posted to the Web. To increase the efficiency of the procurement process, offerors are highly encouraged to use the WWW to register for the solicitation and access information. However, offerors that do not have access to the WWW may request a hard copy of the solicitation by providing the Subcontracting Officer the registration information to include: company name, mailing address, e-mail (if any), phone, and fax number, and the offeror's business size status. Jefferson Lab may direct offerors to obtain hard copies of specifications and/or drawings at a cost from a commercial source. Please note that a request for a mailed copy or any mailing delay may not result in an extension to the solicitation submission deadline.

M. ELECTRONIC AND FACSIMILE PROPOSALS

1. Definition. Electronic or facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by JSA/JLab via electronic means or a facsimile machine.
2. Offers submitted via electronic means or facsimile machines are subject to the same rules as paper proposals. The telephone number of receiving facsimile equipment in the Procurement Department is: **757-269-7057**.
3. If any portion of the electronic or facsimile proposal received by the Subcontracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document –
 - (a) The Subcontracting Officer shall immediately notify the offeror and permit the offeror to resubmit the proposal;
 - (b) The method and time for resubmission shall be prescribed by the Subcontracting Officer after consultation with the offeror; and
 - (c) The resubmissions shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Subcontracting Officer.
4. JSA/JLab reserves the right to make award solely on the electronic or facsimile proposal. However, if requested to do so by the Subcontracting Officer, the apparently successful offeror shall promptly submit the complete original signed proposal.

N. TYPE OF SUBCONTRACT

JSA contemplates award of a **Firm Fixed Price** subcontract resulting from this solicitation.

BID SCHEDULE					
	RFQ/RFP #: JSA-10-R292787				
	Description: Subcontractor shall provide all labor, materials, facilities, equipment, and supervision to fabricate, test, document, and deliver 110 Ion Pump Power Supplies 40mA, Positive Voltage, 7KVdc, Ethernet capable in accordance with the "Requirements for Ion Pump Power Supplies to Support the 12 GeV Project" dated June 18, 2010. <i>The subcontract will be awarded to the selected offeror in accordance with Paragraph II entitled "Evaluation Factors for Award" of the Instructions to Offerors and Evaluation Process.</i> This subcontract is a fixed price subcontract for fabrication and delivery of 110 Ion Pump Power Supplies 40mA, Positive Voltage, 7KVdc, Ethernet capable in accordance with the "Requirements for Ion Pump Power Supplies to Support the 12 GeV Project" dated June 18, 2010.				
	WBS Project: 1366014				
	Date:				
	Bidder Name:				
	Proposal Issuance Date: July 15, 2010				
	Proposal Due Date: July 28, 2010				
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount (Firm Price in US Dollars)
001	First Article - to be fabricated according to Requirements for Ion Pump Power Supplies to support the 12GeV Project dated June 18, 2010. Fabricate the first article - Ion Pump Power Supply.	1	Ea		\$0.00
002	Fabrication of Ion Pump Power Supplies in accordance with Requirements for Ion Pump Power Supplies to support the 12GeV Project dated June 18, 2010. Fabricate production - Ion Pump Power Supply.	109	Ea		\$0.00
Total					\$ -
Note 1: Required Delivery Dates: Shipment of 110 Ion Pump Power Supplies shall be in accordance with the Required Delivery Schedule as noted in Clause JSA-200 of the Terms and Conditions.					
Note 2: Milestone Payments: The subcontractor may propose a milestone payment schedule for Line Items No. 001 only in accordance with Clause JSA-120 of the Terms and Conditions. Payments for other line items will be based on actual delivery. Milestone Payment Schedule shall be formatted in accordance with the attached Milestone and Payment Schedule Request.					

THE BID SCHEDULE IS PROVIDED IN EXCEL FORMAT FOR CONVENIENCE IN COMPLETING PRICING. OFFEROR SHOULD CONFIRM ACCURACY OF INPUT. PLEASE DO NOT MAKE ANY CHANGES IN FORMAT OR TEXT. DEVIATIONS SHOULD BE NOTED WITHIN THE PROPOSAL. THANK YOU.

MILESTONE AND PAYMENT SCHEDULE REQUEST

RFP #JSA-10-R292787 Ion Pump Power Supplies

Line Item #	Description of Event (Include milestone events and/or delivery of product)	Estimated Completion Date	Quantity	Milestone Requested \$ Amount	Total Price
	Note: Milestone Payments require an invoice and must be supported with adequate documentation to verify milestone completion.				

Requirements for Ion Pump power supplies to support the 12Gev project

- 1) Output HV connector to be KINGS 1064-1
- 2) Input/primary voltage to be 24Vdc at less than 5Amps under full load.
- 3) Chassis to be less than 5" High (3U), 5" Wide (1/3 Rack), and 18" deep (with all cables attached).
- 4) To have a Hi-potting feature. Output will achieve up to 12Kv to provide ion pump characteristic data and pump health information.
- 5) Must have 232,422,485 and Ethernet capability for operation, monitoring and control.
- 6) Output must be able to provide 40mA at 1,000Vdc
- 7) Controls shall be available through a rear panel mounted I/O connector.
- 8) Voltage, and current monitoring shall be available through a rear panel mounted I/O connector. These DC analog signals are to be 0-10V. Current monitoring connection is to be programmable to accommodate various ranges of operation (ie. 0-10ua, 0-100ua, 0-1ma, etc.).
- 9) Front panel shall feature ability to vary high voltage output to 7Kv.
- 10) Front panel display to provide Current, Voltage, and Pressure simultaneously.
- 11) Must have been tested and approved by a NRTL for Standards EN 61326-1 and EN 61010-1.

Fixed Price Supply- Non commercial Terms and Conditions

(Applicable To Supply Purchases for Non-commercial Items >\$3,000)

I. FAR and DEAR Clauses Incorporated by Reference

The Jefferson Science Associates, LLC (JSA) has a prime contract with the U.S. Department of Energy (DE-AC05-06OR23177) that requires flow down of certain Federal Acquisition Regulation (FAR) and DOE Acquisition Regulation (DEAR) clauses. Accordingly, the following FAR's and agency FAR supplement clauses (DEAR's) referenced under Part I., below are incorporated herein by reference and made a part hereof. The FAR and DEAR clauses are the versions in effect as of the date of the prime contract. Except as may be expressly otherwise provided below in each of such clauses the term, "Contractor" shall mean JSA's Subcontractor, and the term "Contract" shall mean "this Subcontract/Purchase Order". The term "Contracting Officer" shall mean JSA's "Subcontracting Officer" where the intent of the clause is to give direct contracting authority over JSA's [sub] contractor to authorize and direct changes, process claims, adjudicate disputes, authorize terminations, and conduct subcontract administration responsibilities to maintain the rights of the parties under the [sub] Contract; otherwise, the term shall mean the DOE Contracting Officer having responsibility over JSA's prime contract referenced above. The term "Government" shall mean "JSA" except in cases where the action or responsibility is an inherently US Government function that cannot be performed by JSA. Contact the JSA Procurement Department or JSA Subcontracting Officer for clarification of JSA required clauses...

FAR 52.203-5 Covenant Against Contingent Fees (Apr 1984) >\$100,000

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (Jul 1995) >\$100,000

FAR 52.203-7 Anti-Kickback Procedures (Jul 1995) >100,000

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Sep 2007) >\$100,000

FAR 52.207-4 Economic Purchase Quantity-Supplies (Aug 1987)

FAR 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)

FAR 52.211-5 Material Requirements (Aug 2000)

FAR 52.219-8 Utilization of Small Business Concerns (May 2004) Applicable if > \$3,000

FAR 52.222-20 Walsh-Healey Public Contracts Act > (Dec 1996) Applicable if > \$10,000.

FAR 52.222-21 Prohibition of Segregated Facilities (Feb 1999)

FAR 52.222-26 Equal Opportunity (Apr 2002)

FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (Dec 2001) Applicable if > \$25,000

FAR 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998)

FAR 52.222-37 Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (Dec 2001) Applicable If >\$25,000.

FAR 52.225-1 Buy American Act - Supplies (Jun 2003) (Deviation)

FAR 52.225-13 Restrictions on Certain Foreign Purchases (Mar 2005)

FAR 52.227-3 Patent Indemnity (Apr 1984)

FAR 52.232-1 Payments (Apr 1984)

FAR 52.232-8 Discounts for Prompt Payment (Feb 2002)

FAR 52.232-9 Limitation on Withholding of Payments (Apr 1984)

FAR 52.232-11 Extras (Apr 1984)

FAR 52.232-25 Prompt Payment (Oct 2003)

FAR 52.243-1 Changes-Fixed Price (Aug 1987)

FAR 52.244-6 Subcontracts for Commercial Items (Feb 2006)

FAR 52.246-2 Inspection of Supplies – Fixed Price (Aug 1996)

FAR 52.247-34 F.o.b. – Destination (Nov 1991) -Applicable unless the FAR clause 52.247-29 F.o.b. Origin, listed below, is checked "☒"

FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)

FAR 52.248-1 Value Engineering (Feb 2000) – Applicable if >\$100,000
 FAR 52.249-1 Termination for Convenience of the Government (Fixed Price) (May 2004) Applicable if ≤\$100,000
 FAR 52.249-2 Termination for Convenience of the Government (Fixed Price) (May 2004) Applicable if >\$100,000
 FAR 52.249-5 Termination for Convenience of the Government (Sep 1996) Only applicable if this is an Educational and/or Other Nonprofit Institution (In such cases FAR 52.249-1 or FAR 52.249-2 is not applicable)
 FAR 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)
 DEAR 952.204-71 Sensitive Foreign Nations Controls (Apr 1994)
 DEAR 952.226-74 Displaced Employee Hiring Preference (Jun 1997) Applicable if >\$500,000
 DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 2002) Applicable if >\$100,000
 DEAR 970.5227-8 Refund of Royalties (Aug 2002) (Applicable in subcontracts at any tier if royalties exceed \$250)

FAR Clauses Incorporated by Reference (Applicable only if box marked "☒")

- ☐ DEAR 952.217-70 Acquisition of Real Property
- ☐ DEAR 952.227-11 Patent Rights-Retention by the Contractor (Short Form) (Feb 1995)
- ☐ DEAR 952.227-13 Patent rights-acquisition by the Government (Sep 1997)
- ☐ DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (Oct 2005)
- ☐ DEAR 970.5208-1 Printing
- ☐ DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2000)
- ☐ DEAR 970.5227-1 Rights in Data- Facilities
- ☐ DEAR 970.5227-2 Rights in Data – Technology Transfer (Dec 2000)
- ☐ FAR 52.208-8 Required Sources for Helium and Helium Usage Data (Apr 2002)
- ☐ FAR 52.215-12 Subcontractor Cost or Pricing Data (Oct 1997) May apply if award is > \$650,000
- ☒ FAR 52.215-13 Subcontractor Cost or Pricing Data - Modifications (October 1997) May apply if award is > \$650,000
- ☐ FAR 52.217-2 Cancellation under multiyear Contracts
- ☐ FAR 52.219-9 Small Business Subcontracting Plan (Apr 2008) Applicable if >\$500,000
- ☐ FAR 52.219-14 Limitations on Subcontracting (Dec 1996) (Applicable if any portion is small business set aside)
- ☐ FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)
- ☐ FAR 52.223-7 Notice of Radioactive Materials (Jan 1997) >\$100,000
- ☒ FAR 52.223-14 Toxic Chemical Release Reporting >\$100,000
- ☐ FAR 52.224-2 Privacy Act
- ☐ FAR 52.227-1 Authorization and Consent (July 1995) (Note: Alternative 1 is not applicable)
- ☐ FAR 52.227-14 Rights in Data – General (Jun 1987) (Note: This clause is modified in accordance with DEAR 927.409(a) and including Alternate V)
- ☐ FAR 52.227-16 Additional Data Rights (Jun 1987)
- ☐ FAR 52.229-6 Taxes Foreign Fixed Price Contracts (Jun 2003)
- ☐ FAR 52.230-2 Cost Accounting Standards (Apr 1998)
- ☐ FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Apr 1998)
- ☐ FAR 52.230-6 Administration of Cost Accounting Standards (Apr 2005)
- ☐ FAR 52.245-1 Government Property (June 2007) including Alternate 1 (June 2007) [Alternate 1 is not applicable if FAR 52.215-12, Subcontractor Cost or Pricing Data is marked "☒" and contractor was required to submit Certified Cost or Pricing Data]
- ☒ FAR 52.245-9 Use and Charges (June 2007) [Applicable only when Far 52.245-1 Government Property is marked "☒"]
- ☐ FAR 52.247-29 F.o.b. Origin (Feb 2006)
- ☐ FAR 52.247-63 Preference for U.S. Flag Carriers

II. JSA Clauses

The following additional JSA clauses are included in this solicitation and/or purchase order/subcontract.

100. Disputes (June 2006)

All disputes between the parties pertaining to this purchase order/subcontract, which are not disposed of by agreement, shall be decided by litigation. Trial of any such litigation shall be confined exclusively to the Federal District Court for the Eastern District of Virginia, or and only in the event that the jurisdictional requirements for trial in Federal Court are not present, to the Circuit Court of the Commonwealth of Virginia in Newport News, Virginia.

The terms of this purchase order/subcontract shall be construed and interpreted in accordance with the body of law applicable to the procurement of goods and services by the Federal Government. Nothing in this clause shall grant to the Subcontractor by implication any statutory rights or remedies not expressly set forth in this Subcontract.

There shall be no interruption in the prosecution of the work, and the Subcontractor shall proceed diligently with the performance of this Subcontract pending final resolution of any dispute, claim, or litigation arising under or related to this Subcontract between the parties hereto or between the Subcontractor and lower-tier subcontractors or suppliers.

The Contract Disputes Act of 1978 (41 U.S.C. Sections 601-613) shall not apply to this Subcontract; provided, however, that nothing in this clause shall prohibit JSA, in its sole discretion, from sponsoring a claim of the Subcontractor for resolution under the provisions of its prime contract with DOE. In the event that Jefferson Science Associates, LLC (JSA) so sponsors a claim at the request of the Subcontractor, the Subcontractor shall be bound by the decision of the cognizant DOE Contracting Officer to the same extent and in the same manner as JSA.

101. Assignment (June 2006)

JSA may assign this subcontract, in whole or in part, to DOE or to such party as DOE may designate to perform JSA's obligations hereunder. Upon receipt by Subcontractor of written notice that the DOE or a party so designated by the DOE has accepted an assignment of this subcontract, JSA shall be relieved of all responsibility hereunder and Subcontractor shall thereafter look solely to such assignee for performance of JSA's obligations. Subcontractor shall not assign or transfer this subcontract or any interest herein, or claims hereunder, without the prior written consent of JSA or JSA's assignee.

102. (Reserved)

103. Holidays (June 2006)

Jefferson Lab normally observes 11 days designated as JSA/Jefferson Lab holidays, and during the period between Christmas Eve and New Year's Day Jefferson Lab normally is closed. In addition, Laboratory management may close the Laboratory or modify operating hours at its discretion due to weather or other emergency. All subcontractor personnel will follow the holiday and closure schedule posted by JSA/Jefferson Lab at www.jlab.org/hr under "Resources - Holiday Calendar", except that Subcontractor may, upon prior approval of the JSA Subcontracting Officer or designated representative, perform work on a holiday or closure day at Jefferson Lab. The following paragraphs apply if the box to the left is marked "☒".

- ☒ No items shipped under this subcontract will be received on holiday or closure days.
- ☐ Items delivered under this subcontract will be received on holiday or closure days except on weather or other emergency closure days.
- ☐ The subcontractor will not normally be required to provide services on holiday or closure days. The subcontractor shall factor cost savings resulting from the December shutdown into the base price of the subcontract.
- ☐ JSA/Jefferson Lab may request a price adjustment for savings resulting from services not performed on weather or other emergency closure days.

☐ The services to be provided on holiday or closure days are those specifically described in _____.

104. Subcontract Modification Authority (June 2006)

Notwithstanding any other provisions of this subcontract, the Procurement Director or his designee shall be the only individual authorized to –(i) accept nonconforming work; (ii) waive any requirement of this subcontract; or modify any term or condition of this subcontract.

105. Foreign Nations Control (June 2009)

Subcontractors in all Jefferson Lab agreements and subcontracts requiring access to Jefferson Lab must provide valid government issued pictured identification for access to Jefferson Lab property. Subcontractors who receive JLab picture badges will certify their citizenship and place of birth status in writing. Non-U.S. citizens must provide USCIS (United States Citizenship and Immigration Service) documents for verification. The JLab SOTR (Subcontracting Officer's Technical Representative) and JLab Subcontracting Officer may resolve questions of citizenship and employment.

JSA-106 SUBCONTRACT ADMINISTRATION INFORMATION (June 2006)

- (a) **Mitch Laney (757-269-5338)** is designated as the Subcontracting Officer and **Ross Small (757-269-7603)** is designated as an alternate and will assist in administering this subcontract.
- (b) **Rick Gonzales** is designated as the lead Subcontracting Officer's Technical Representative (SOTR) and **Roger Flood** is designated as the assistant SOTR for the purpose of inspection and acceptance of supplies/services under this Purchase Order/Subcontract. Inspection and acceptance by anyone other than the party identified above is not authorized. The SOTR will be responsible for technical assistance in administration of this subcontract. Duties will involve inspection, review, reporting, and certification of the Subcontractor's performance. The SOTR is also responsible to ensure that the subcontractor complies with all federal, state, DOE and Jefferson Lab environment, health and safety requirements. The SOTR will maintain performance records. When deficiencies are noted, they will be recorded by the SOTR and the information will be provided to the Subcontracting Officer for appropriate action.
- (c) Subcontract Correspondence Procedures. Correspondence submitted by the Subcontractor shall be subject to the following procedures:
 - (1) **Technical Correspondence**: The Subcontractor shall submit all technical correspondence to the Subcontracting Officer's Technical Representative [as identified in (b) above], JSA/Jefferson Lab, 12000 Jefferson Avenue, Newport News, VA 23606, with an information copy to the Subcontracting Officer.
 - (2) **Non-Technical Correspondence**: The Subcontractor shall submit all non-technical correspondence to JSA's Subcontracting Officer [as identified in (a) above], JSA/Jefferson Lab, Procurement Department, 628 Hofstadter Road, Suite 5, Newport News, VA 23606.
 - (3) **Invoices**: The Subcontractor shall submit all invoices to:
 - JSA/Jefferson Lab
 - 628 Hofstadter Road
 - Suite 4 (Accounts Payable)
 - Newport News, VA 23606Invoices shall identify amount(s) by line item/cost elements or other format as may be required by JSA:
 - Subcontract Number
 - Subcontracting Officer (Name)
 - SOTR (Name)
- (d) This clause does not authorize anyone other than JSA's Subcontracting Officer to commit JSA to changes in the terms of the subcontract.

JSA-110 RELEASE OF INFORMATION (June 2006)

Information regarding this Subcontract or the undertaking or any data developed hereunder shall not be released, and the name of JSA, Thomas Jefferson National Accelerator Facility, or Jefferson Lab shall not be used in any publications, news releases, advertising, speeches, technical papers, photographs and other releases of information, without prior written approval from JSA.

JSA-112 KEY PERSONNEL (JUNE 2006)

- (a) The personnel listed below or elsewhere in this subcontract are considered essential to the work being performed under this subcontract. Before removing, replacing, or diverting any of the listed or specified personnel, the Subcontractor must: (1) Notify the Subcontracting Officer reasonably in advance; (2) submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this subcontract; and (3) obtain the Subcontracting Officer's written approval.
- (b) Notwithstanding the foregoing, if the Subcontractor deems immediate removal or suspension of any of the listed or specified personnel is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the Subcontractor may remove or suspend such person at once, but must notify the Subcontracting Officer prior to or concurrently with such action.
- (c) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the subcontract to add or delete personnel.

JSA-120 MILESTONE PAYMENTS

- (a) JSA will authorize milestone payments pursuant with the Milestone Payment Schedule and funding availability. JSA's approval and payment of requests for milestone payments is conditioned on the subcontractor substantiating successful accomplishment of the event or performance criterion for which payment is being requested. JSA may suspend or reduce milestone payments after finding evidence of the following:
 - 1. Subcontractor failed to comply with any material requirement of this subcontract;
 - 2. Performance of this subcontract is endangered by:
 - i. Subcontractor's failure to make progress; and
 - ii. Subcontractor's financial condition.
 - 3. Subcontractor is delinquent in payment of costs of performing this subcontract in the ordinary course of business; or
 - 4. The amount of the milestone payment exceeds the fair value or reasonable cost of the milestone payment.
- (b) After the Subcontractor completes the work specified for each milestone, the Subcontractor shall submit a properly executed voucher for payment. The Subcontracting Officer shall approve payment of 90% of the amount established for completing the milestone as soon as practicable, unless the Subcontracting Officer determines that suspension of payments or a reduced amount is warranted under paragraph (a) above. When the Subcontracting Officer determines that the work required by the milestone has been completed satisfactorily, and when the Subcontracting Officer determines that the amount retained is in excess of the amount adequate for protection of JSA, the Subcontracting Officer may release the excess amount to the Subcontractor. Acceptance of the work as being complete will normally occur within 2 weeks following the Subcontractor providing the information required to support completion of the milestone event.
- (c) Title of the property described under this clause shall vest in JSA/Government. Vestiture shall occur immediately upon the date of the first milestone payment under this subcontract, for property acquired

or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this subcontract.

- (d) "Property" as used in this clause, includes all of the below described items acquired or produced by the Subcontractor that are or should be allocable or properly chargeable to this subcontract.
1. Parts, material, inventories, and work in process.
 2. Special tooling and special test equipment to which JSA/Government is to acquire title under any other clause of this subcontract.
 3. Drawings and technical data, to the extent the subcontract is required to deliver them to JSA/Government by other clauses of this subcontract.
- (e) Before delivery to and acceptance by JSA, the subcontractor shall bear the risk for loss for property, the title of which vests in JSA/Government, except to the extent that JSA/Government expressly assumes the risk.

JSA-121 Suspect/Counterfeit Items Requirements (Jan 2010)

1. The Subcontractor shall establish and maintain effective controls to prevent the introduction of suspect or counterfeit items (S/CI) to the Thomas Jefferson National Accelerator Facility (TJNAF). A suspect item is one in which there is an indication by visual inspection, testing, or other information that it may not conform to established Government or industry-accepted specifications or national consensus standards. A counterfeit item is a suspect item that is a copy or substitute, without legal right or authority to do so, or one whose material, performance, or characteristics are knowingly misrepresented by the vendor, supplier, distributor, or manufacturer.
 - a. Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners, such as bolts, nuts, and washers; cranes and hoists, as well as other hoisting, rigging, or lifting equipment; valves; pipe and fittings; flanges; electrical equipment and devices; plates, bars, shapes, channel members, and other structural items; and welding rods and electrodes.
 - b. An item that does not conform to established requirements is not normally considered an S/CI if the nonconformity results from one or more of the following conditions:
 - (i) Defects resulting from inadequate design or production quality control;
 - (ii) Damage during shipping, handling, or storage;
 - (iii) Improper installation;
 - (iv) Deterioration during service;
 - (v) Degradation during removal;
 - (vi) Failure resulting from aging or misapplication; or
 - (vii) Other similar causes, which do not involve any misrepresentation about nature, quality, form, or function.
2. Notwithstanding any other provisions of this subcontract, the Subcontractor warrants that all items (including their subassemblies, components, and parts) tendered to TJNAF shall be genuine (i.e., not counterfeit), new and unused, and conform to the requirements of the subcontract, unless otherwise approved in writing by the Contract Administrator prior to delivery. Subcontractor further warrants that all components, parts, materials, and supplies incorporated into TJNAF facilities or equipment by the Subcontractor during performance of work at TJNAF shall be genuine, new and unused, and original-equipment-manufacturer items, unless otherwise approved by the Contract Administrator in writing as suitable for the intended purpose prior to use. The Subcontractor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed; to items supplied or delivered to TJNAF; and to certifications, affirmations, information, or documentation related to the authenticity and quality of items supplied or delivered to TJNAF under this subcontract.

3. Other than claims covered by an applicable "Nuclear Hazards Indemnity Agreement" clause, the Subcontractor shall indemnify TJNAF, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from S/CI; items that have been provided under false pretenses; and items that the subcontractor knows, or should know, to be defective, materially altered, damaged, deteriorated, degraded, and have nonetheless been tendered as genuine, original, new and unused, or suitable for the intended purpose or use.
4. Because falsification of information or documentation may constitute criminal conduct, TJNAF may temporarily segregate items, and related paperwork, that are suspected to be S/CI, pending a determination by Department of Energy officials (DOE) as to whether the segregated items should be impounded as evidence.
 - a. In the event DOE directs TJNAF to impound the segregated items, no liability shall be asserted or enforceable against TJNAF, or DOE because of the impoundment, all such liability being expressly waived by the Subcontractor or any person claiming any right or interest under this subcontract in the impounded items.
 - b. TJNAF shall incur no liability for failure to return impounded items to the Subcontractor and does not assume any liability for loss or damage to the items impounded or temporarily segregated pursuant to this clause regardless of the circumstances under which said loss or damage may have occurred and whether the impounded or temporarily segregated items are in TJNAF's possession or under its control.
5. Nothing in this clause shall limit TJNAF's right to reject S/CI, and related paperwork, as nonconforming, to deny payment for such items, to return such items to the Subcontractor once DOE has released the items, or to assert other remedies provided under this subcontract or by law.
6. Unless otherwise authorized by the Contract Administrator in writing, the Subcontractor shall cause this clause, including this paragraph, to be inserted in all lower-tier subcontracts entered into under this subcontract.

NOTE: Suspect/Counterfeit Items are subject to the provisions of DOE Order O 414.1C, Attachment 2, Section 4, DOE-WIDE SUSPECT/ COUNTERFEIT ITEM PREVENTION PROCESS, DOE Order O 414.1C. at <http://www.hss.energy.gov/CSA/CSP/sci/ref.html> .

All references to contacting DOE or submitting documentation to DOE stated within DOE Order O 414.1C, Attachment 2, Section 4, shall instead be submitted to JLAB Quality Assurance Department (Attn: Mike Martin, 12050 Jefferson Ave, Ste 602 MS6B, Newport News, VA 23606).

The vendor may contact JLAB Quality Assurance Department, Attn: Mike Martin (12050 Jefferson Ave, Suite 602 MS6B, Newport News, VA 23606; Ph. 75-269-5515, E-mail martin@jlab.org) for assistance with interpreting its responsibility regarding Suspect/Counterfeit Items.

JSA-200 TIME OF DELIVERY (JUNE 2006)

(a) JSA requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
ITEM NUMBER	QUANTITY	REQUESTED DELIVERY
001	1	August 31, 2010
002	24	August 31, 2010
002	25	September 30, 2010
002	60	December 15, 2010

JSA will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, may be considered nonresponsive and rejected.

JSA reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	PROPOSED DELIVERY

- (b) Attention is directed to the subcontract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. JSA will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Subcontracting Officer through the ordinary mails. However, JSA will evaluate an offer that proposes delivery based on the Subcontractor's date of receipt of the subcontract or notice of award by adding five (5) days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required delivery date, the offer may be considered nonresponsive and rejected.

If either Alternate I or Alternate II paragraph is checked then the indicated paragraph (b) below is substituted for (b) above.

☐ Alternate I

- (b) The delivery dates or specific periods above are based on the assumption JSA will make award by _____. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the subcontract is in fact awarded. Attention is directed to the subcontract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding subcontract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Subcontracting Officer through the ordinary mails.

☐ Alternate II

- (b) The delivery dates or specific periods above are based on the assumption that the successful offeror will receive notice of award by _____. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Subcontractor promptly acknowledges receipt of notice of award.

☒ Alternate III

Paragraph (b) of the basic clause, above, is not applicable to this subcontract.

JSA-203 FIRST ARTICLE APPROVAL – SUBCONTRACTOR TESTING (June 2006)

- (a) The Subcontractor shall test 1 unit(s) of Lot/Item 001 as specified in this subcontract. At least 5 calendar days before the beginning of first article tests, the Subcontractor shall notify the Subcontracting Officer, in writing, of the time and location of the testing so that JSA may witness the tests.
- (b) The Subcontractor shall submit the first article test report within 5 calendar days from the date of the first article test on this subcontract to 12000 Jefferson Avenue, Newport News, Va. 23606 "FIRST ARTICLE TEST REPORT: Subcontract No. JSA_____, Lot/Item No. 001." Within 5 Working Days after JSA receives the test report, the Subcontracting Officer shall notify the Subcontractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Subcontractor from complying with all requirements of the specifications and

all other terms and conditions of this subcontract. A notice of conditional approval shall state any further action required of the Subcontractor. A notice of disapproval shall cite reasons for the disapproval.

- (c) If the first article is disapproved, the Subcontractor, upon JSA request, shall repeat any or all first article tests. After each request for additional tests, the Subcontractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Subcontractor, including any and all costs for additional tests following a disapproval. The Subcontractor shall then conduct the tests and deliver another report to JSA under the terms and conditions and within the time specified by JSA. JSA shall take action on this report within the time specified in paragraph (b) above. JSA reserves the right to require an equitable adjustment of the subcontract price for any extension of the delivery schedule, or for any additional costs to JSA related to these tests.
- (d) If the Subcontractor fails to deliver any first article report on time, or the Subcontracting Officer disapproves any first article, the Subcontractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this subcontract.
- (e) Unless otherwise provided in the subcontract, and if the approved first article is not consumed or destroyed in testing, the Subcontractor may delivery the approved first article as part of the subcontract quantity if it meets all subcontract requirements for acceptance.
- (f) If JSA does not act within the time specified in paragraph (b) or (c) above, the Subcontracting officer shall, upon timely written request from the Subcontractor, equitably adjust under the changes clause of this subcontract the delivery or performance dates and/or the contact price, and any other subcontractual term affected by the delay.
- (g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the subcontract quantity is at the sole risk of the Subcontractor. Before first article approval, the costs thereof shall not be allocable to this subcontract for
 - (1) Progress payments, or
 - (2) Termination settlements if the subcontract is terminated for the convenience of JSA.
- (h) **JSA may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/subcontractor and have been accepted by JSA. The offeror/subcontractor may request a waiver.**

If Alternate I paragraph is check marked then paragraph (i) below is included in the basic clause.

☒ Alternate I

- (i) The Subcontractor shall produce both the first article and the production quantity at the same facility and shall submit a certification to this effect with each first article.

If Alternate II paragraph is check marked then paragraph (g) below is substituted for (g) of the basic clause.

☐ Alternate II

- (a) Before first article approval, the Subcontracting Officer may, by written authorization, authorize the Subcontractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this subcontract for (1) progress payments, or (2) termination settlements if the subcontract is terminated for the convenience of JSA. If first article tests reveal deviations from subcontract requirements, the Subcontractor shall, at the location designated by JSA, make the required changes or replace all items produced under this subcontract at no change in the subcontract price.

JSA-204 CERTIFICATE OF CONFORMANCE (June 2006)

- (a) When authorized in writing by the cognizant Subcontracting Officer, the Subcontractor shall ship with a Certificate of Conformance any supplies for which the subcontract would otherwise require inspection at source. In no case shall JSA's right to inspect supplies under the inspection provisions of this subcontract be prejudiced. Shipments of such supplies will not be made under this subcontract until use of the Certificate of Conformance has been authorized in writing by the Subcontracting Officer, or inspection and acceptance have occurred.
- (b) The Subcontractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.
- (c) JSA has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Subcontractor. The Subcontractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Subcontractor's expense.
- (d) The certificate shall read as follows:

"I certify that on _____ (insert date), _____ (insert Subcontractor's name) furnished the supplies or services called for by Subcontract No. _____ via _____ (Carrier) on _____ (identify the bill of lading or shipping document) in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the subcontract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document. Date of Execution: _____ Signature: _____ Title: _____

JSA-205 HIGHER LEVEL SUBCONTRACT QUALITY REQUIREMENT (June 2006)

- (a) Definition. "Subcontract Date," as used in this clause, means the date set for bid opening or, if this is a negotiated subcontract or a modification, the effective date of this subcontract or modification.
- (b) The Subcontractor shall comply with the specification titled **"Requirements for Ion Pump Power Supplies to Support the 12 GeV Project" dated June 18, 2010**, in effect on the subcontract date, which is hereby incorporated into this subcontract.

JSA-206 INSPECTION AND ACCEPTANCE AT DESTINATION (June 2006)

Inspection and acceptance will be at destination. Inspection and acceptance by anyone other than Rick Gonzales or his designee is not authorized.

JSA-211 MARKING (June 2006)

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the subcontract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement that required the delivered item(s).

- (3) Indicates whether the Subcontractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report, or other deliverable being delivered to a party other than the Subcontracting Officer, a copy of the document required in (A) above shall be simultaneously provided to the office administering the subcontract, as identified in Section G of the subcontract.

JSA-212 PACKAGING (June 2006)

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with standard commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

JSA-214 WARRANTY OF SUPPLIES OF A NON-COMPLEX NATURE (June 2006)

(a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of JSA by which JSA assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the subcontract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end item furnished by the Subcontractor and related services required under the subcontract. The word does not include "data."

(b) Subcontractor's obligations.

- (1) Notwithstanding inspection and acceptance by JSA of supplies furnished under this subcontract, or any condition of this subcontract concerning the conclusiveness thereof, the Subcontractor warrants that for one year after receipt.
 - (i) All supplies furnished under this subcontract will be free from defects in material or workmanship and will conform with all requirements of this subcontract; and
 - (ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this subcontract.
- (2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Subcontractor. However, the Subcontractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this subcontract and the Subcontractor's plant, and return.
- (3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.
- (4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this subcontract.

(c) Remedies available to JSA.

- (1) The Subcontracting Officer shall give written notice to the Subcontractor of any breach of warranties in paragraph (b)(1) of this clause within 30 days
- (2) Within a reasonable time after the notice, the Subcontracting Officer may either -
 - (i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this subcontract within the meaning of paragraph (b)(1) of this clause; or
 - (ii) Retain such supplies and reduce the subcontract price by an amount equitable under the circumstances.

- (3) (i) If the subcontract provides for inspection of supplies by sampling procedures, conformance of suppliers or components subject to warranty action shall be determined by the applicable sampling procedures in the subcontract. The Subcontracting Officer -
 - (A) May, for sampling purposes, group any supplies delivered under this subcontract;
 - (B) Shall require the size of the sample to be that required by sampling procedures specified in the subcontract for the quantity of supplies on which warranty action is proposed;
 - (C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
 - (D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
- (ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Subcontracting Officer may exercise one or more of the following options:
 - (A) Require an equitable adjustment in the subcontract price for any group of supplies.
 - (B) Screen the supplies grouped for warranty action under this clause at the Subcontractor's expense and return all nonconforming supplies to the Subcontractor for correction or replacement.
 - (C) Require the Subcontractor to screen the supplies at locations designated by JSA within the continental United States and to correct or replace all nonconforming supplies.
 - (D) Return the supplies grouped for warranty action under this clause to the Subcontractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
- (4) (i) The Subcontracting Officer may, by subcontract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Subcontractor the cost occasioned to JSA thereby if the Subcontractor -
 - (A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or
 - (B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Subcontracting Officer may authorize in writing) after receipt of notice from the Subcontracting Officer specifying such failure.
- (ii) Instead of correction or replacement by JSA, the Subcontracting Officer may require an equitable adjustment of the subcontract price. In addition, if the Subcontractor fails to furnish timely disposition instructions, the Subcontracting Officer may dispose of the nonconforming supplies for the Subcontractor's account in a reasonable manner. JSA is entitled to reimbursement from the Subcontractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.
- (5) The rights and remedies of JSA provided in this clause are in addition to and do not limit any rights afforded to JSA by any other clause of this subcontract.

III. Special Provisions Related to work under American Recovery and Reinvestment Act of 2009

☐ If the box at the left is marked "☒" Special Provisions related to the American Recovery and Reinvestment Act Terms and Conditions (Rev 5/2009) are hereby made a part of this Purchase Order/Subcontract (The Recovery Act Terms and Conditions can be found on the JLab website (http://www.jlab.org/div_dept/admin/business/procurement/ARRA.pdf))

If Special Provisions related to the American Recovery and Reinvestment Act Terms and Conditions apply [i.e., the box above is marked "☒"] See below for applicability of Clause 3.

"Clause 3- Required Use Of American Iron, Steel, And Other Manufactured Goods—Buy American Act—Construction Materials" Is ☐, Is Not ☒ Applicable to this requirement.

TERMS AND CONDITIONS CERTIFICATION

Jefferson Science Associates, LLC (JSA)

Solicitation No.: JSA-10-R292787 Ion Pump Power Supplies

Offeror certifies that he/she has examined all JSA's terms and conditions incorporated and made a part of this solicitation and that Offeror accepts all terms and conditions herein except for technical exceptions made a part of the Offeror's technical proposal and/or other exceptions to JSA's terms and conditions as indicated below.

AUTHORIZED SIGNATURE:

Signature

Date

Name

Title

Company Name



REPRESENTATIONS AND CERTIFICATIONS

(Supplies and Services > \$100,000)

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 (hereinafter "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. CERTIFICATION OF BUSINESS ORGANIZATION-

Please note Offeror's must provide information related to the Congressional District applicable to (i) the location of the Corporate Business Office and (ii.) the location of the place of performance if different from (A.).

(a.) Address of Company Business Office and Place of Performance

(i) **Physical Address of Company Business Office**

Company Name: _____

Street Address
_____, _____ - _____
City (and Country if not U.S.) State Nine Digit Zip Code

Congressional District (U.S. Firms Only): _____

(ii) **Location of Place of Performance – Place X in the box ☐ if (i) and (ii) are the same address**

Company Name: _____

Street Address
_____, _____ - _____
City (and Country if not U.S.) State Nine Digit Zip Code

Congressional District (U.S. Firms Only): _____

(b.) E-mail address: _____ (c.) www URL (Website): _____

(d.) Company DUNS#: _____; Parent Company DUNS# (If Applicable): _____

(e.) Commercial and Government Entity (CAGE) Code: _____ (You can register in the Government's Contractor Central Registry (CCR) at <https://www.bpn.gov/ccr> or call for assistance at 1-888-227-2423)

By:

Date:

(Signature of Person Authorized to Legally Bind the Offeror)

Name and Title Of Signer

Solicitation No.: JSA-10-R292787

Subcontract No. (if known):

2. 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 “.”)

3. OFFEROR AFFILIATION AND IDENTIFYING DATA

Offeror's Taxpayer identification number (TIN)
(26U.S.C. 6050M).

Offeror's TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Offeror is an Educational or Non Profit Institution

4. SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 335999.

(2) The small business size standard is 500.

(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.

(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.

(2) “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.

5. *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.

**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. 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.

**8. 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.

**9. 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.

10. 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

**11. WALSH-HEALEY PUBLIC CONTRACTS ACT
REPRESENTATION**

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.

**12. 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.

13. 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 in this 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)

14. 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.

15. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

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

submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c.) Check the appropriate box below:

1. *Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

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

(ii.) One copy to the cognizant Federal auditor.

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

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

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

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

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

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

3. ☐ *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The

offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

4. ☐ *Certificate of Interim Exemption.* The offeror hereby certifies that

(i.) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii.) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (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 subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No

(End of Provision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

5. ☐ *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):
- (i.) ☐ A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.
- (ii.) ☐ The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

16. 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.

17. 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

18. 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)

19. 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 (15 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 statute:

☐ (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.

20. 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:

21. 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.

**22. 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 [] No

23. 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.

24. COMPENSATION INFORMATION

This section 25 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) \$25,000,000 or 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.