Argonne NATIONAL LABORATORY

ANL-70B (March 15, 2013)

PRE-AWARD INFORMATION

Attached is a BOOKLET OF REPRESENTATIONS AND CERTIFICATIONS. Please have it executed by an official authorized to sign on behalf of your organization and return it as soon as possible. Note: When standard, off-the-shelf or construction items are being furnished, paragraphs 18, 19, 20, and 21 of the booklet should be marked "not applicable" if they do not apply.

In addition, please provide the information sought below and return a copy of this page along with the executed booklet.

1. _____ _____
   Contractor DUNS #

2. _____
   Contract/Solicitation No.

3. (For purposes of this question, "radiation" includes particles with energies in the range of KeV or higher. It does not include laser, IR, UV or microwave radiation.)

   a) Is there any planned or potential use of radioactive material under the proposed contract? Yes ☐ No ☐

   b) Is there any planned or potential use of a radiation-producing device (e.g., accelerator, reactor, x-ray machine, fusion device)? Yes ☐ No ☐

   If a) or b) above is answered "yes," please provide the following information:

   Principal Investigator _____ Phone No. _____

   Health Physicist/
   Radiation Safety Officer _____ Phone No. _____

4. Will contractor personnel perform any part of the work at a Government-owned contractor-operated(GOCO) facility, such as Argonne, or at a Government-owned Government-operated (GOGO) facility? Yes ☐ GOCO ☐ No ☐ GOGO ☐

   NOTE:

   A proposal may include technical data and other data, including trade secrets and/or privileged or confidential commercial or financial information, which the offeror does not want disclosed to the public or used by the Laboratory or the Government for any purpose other than proposal evaluation. To protect such data, the offeror should specifically identify each page, including each line or paragraph thereof, containing the data to be protected, and mark the cover sheet of the proposal with the notice set forth immediately below:

NOTICE

The data contained in pages _____ of this proposal have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes; provided that if a contract is awarded to the offeror as a result of or in connection with the submission of this proposal, the Government and the Laboratory shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the Government's or the Laboratory's right to use or disclose data obtained without restriction from any source, including the offeror.

Reference to this notice on the cover sheet should be placed on each page to which the notice applies. Data, or abstracts of data, marked with this notice will be retained in confidence and used by the Laboratory, DOE or its designated representative(s), including Laboratory or Government contractors and consultants, solely for the purpose of evaluating the proposal. The data so marked will not otherwise be disclosed or used without the offeror's prior written permission except to the extent provided in any resulting contract, or to the extent required by law. The restriction contained in the notice does not limit the Laboratory's nor the Government's right to use or disclose any data contained in the proposal if it is obtainable from any source, including the offeror, without restriction. Although it is our policy to treat all proposals as confidential, neither the Laboratory nor the Government assumes any liability for disclosure or use of unmarked data and both may use or disclose such data for any purpose.

BOOKLET OF
REPRESENTATIONS AND CERTIFICATIONS
FOR

CONTRACT/SOLICITATION NO. _____ MODIFICATION NO. _____

THE OFFEROR/BIDDER REPRESENTS AND CERTIFIES THAT: (check or complete all applicable sections)

1. NAME AND LOCATION OF BUSINESS ORGANIZATION (PLACE OF PERFORMANCE)

Name of Company _____ DUNS # _____
INSERT LEGAL NAME OF COMPANY

Company Address _____
(Include Zip +4 Code)

Primary Performance Location _____
(Include Zip +4 Code)

E-mail address _____ www URL (Website Address) _____

Tax Payer Identification No. (TIN)
Social Security No. (SSN) if Individual _____

Offeror must supply DUNS# to receive any contract award valued at $25,000 or more.

2. TYPE OF BUSINESS ORGANIZATION

It operates as ☐ an individual, ☐ a partnership, ☐ a *non-profit* organization, ☐ an **educational institution, ☐ a corporation, incorporated under the laws of the State of _____. If a corporation, does the corporation have three (3) employees or less? ☐ yes ☐ no If yes, complete "Personal Services Questionnaire Form B" (ANL-482B).

**Nonprofit organization" means 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 any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.*

***Educational institution means a public or nonprofit institution of higher education, e.g., an accredited college or university, as defined in section 1201(a) of Public Law 89-329, November 8, 1965, Higher Education Act of 1965; (20 U.S.C. 1141 (a)).*

3. REPORTING EXECUTIVE COMPENSATION

To receive any contract award valued at $25,000 or more, offeror must provide the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year, if --

(i) in the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent 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

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

(iii) *Definitions*. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

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

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

(1) *Salary and bonus*.

(2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified*.

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

[CHECK ONE]

(i) Contractor did not receive

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

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

(ii) The public does have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm*.)

☐ Information required is included herein.

1. Name _____ Total Compensation _____

2. Name _____ Total Compensation _____

3. Name _____ Total Compensation _____

4. Name _____ Total Compensation _____

5. Name _____ Total Compensation _____

Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Laboratory to report information on subcontract awards. The law requires all reported information be made public, therefore, the the Laboratory is advising hereby its subcontractors that the required information will be made public.

☐ **CHECK IF APPLICABLE**

If the offeror in the previous tax year had gross income from all sources under $300,000, the Laboratory is not required to report award to that contractor.

4. LABORATORY 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 contract.

5. AFFIRMATIVE ACTION COMPLIANCE (Required if firm has 50 or more employees and current Government Contracts or Subcontracts totaling $50,000 or more and if proposed contract is for other than construction.) (Does Not Apply To Construction)

(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 (Not required if proposed procurement is expected to be less than $10,000)

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation or Executive Order No. 11246 as amended;

(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. 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.

8. CONTINGENT FEE REPRESENTATION AND AGREEMENT

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

(l) ☐ 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.

For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.

(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:

(l) 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.

9. BUY AMERICAN ACT – SUPPLIES (Does Not Apply To Construction)

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 for other than commercially available off-the-shelf (COTS) items, 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). Note: Applicable Foreign End Products will be evaluated in accordance with FAR 25.105.

Foreign End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

9.A. NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS (FEB 2009)

(a) *Definitions*. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the

inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

10. 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.

11. SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code]. https://eweb1.sba.gov/naics/dsp_naicssearch2.cfm

(2) The small business size standard is _____ [insert size standard].

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

(b) Representations. (Refer to definitions in paragraph (c) of this provision)

(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 offferor 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—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

(1) Means a small business concern-

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

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

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

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

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

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

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

"Women-owned small business concern," means a small business concern –

(1) Which 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 whose management and daily business operations are controlled by one or more women.

(d) Notice.

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

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

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

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

12. WOMEN-OWNED BUSINESS REPRESENTATION (Other than Small Business Concerns)

(Complete only if the offeror is a woman-owned business enterprise concern and did not represent 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 Business Concern.

"Women-Owned," as used in this provision, means a Small Business that is at least fifty-one percent (51%) owned by a woman or women who are U. S. citizens and who also control and operate the business.

13. MINORITY-OWNED BUSINESS REPRESENTATION (Other Than Small Business Concerns)

(Certify only if the offeror is a minority-owned business enterprise and did not represent 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 minority business enterprise.

“Minority Business Enterprise” as used in this provision, means a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to African Americans, Native Americans, Hispanic Americans, Asian Pacific Americans, and Subcontinent Asian Americans.

14. CLEAN AIR AND WATER CERTIFICATION (not required if proposed procurement is expected to be less than $100,000 or if Argonne Terms & Conditions for Commercial Items is Included in the Solicitation)

(a) Any facility to be used in the performance of this proposed contract is ☐,

is not ☐, listed on the Environmental Protection Agency List of Violating Facilities;

(b) The offeror will immediately notify the Laboratory, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

15. CERTIFICATION OF NONSEGREGATED FACILITIES

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

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will --

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

16. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (not required if Argonne terms and conditions for commercial items are included in the solicitation or the proposed procurement is expected to be less than $100,000)

(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.

17. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that---

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Laboratory; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001) (Applies to orders and contracts $30,000 or greater)

(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).

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.

19. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (Not required if proposed procurement is expected to be less than $700,000 and company's AGGREGATE contract awards are expected to be less than $50 million)

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.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of $700,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR Parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. 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 requirements 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 Laboratory and (ii) one copy to the cognizant contract auditor,

(Disclosure must be on Form CAS-4. Forms may be obtained from the Laboratory Procurement Official.)

Date of Disclosure Statement: _____

Name and address of Laboratory Official where filed:

_____

_____

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

☐ (2) Certificate of Previously Submitted Disclosure Statement.

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

Date of Disclosure Statement: _____

Name and address of Laboratory 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 more than $50 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Laboratory 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) above, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 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 Laboratory, 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 Subpart 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 Subpart 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 certified that if such status changes before an award resulting from this proposal, the offeror will advise the Laboratory 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

20. BERYLLIUM MACHINING OR PROCESSING (Required if contract will entail the machining or processing of Beryllium)

☐ The offeror certifies that they are aware of beryllium hazards [10 CFR Part 850, Chronic Beryllium Disease Prevention Program, URL http://www.eh.doe.gov/be/docs/berule.pdf] and are prepared to take necessary precautions in handling.

21. 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.

22. 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 contract:

DATA

_____

☐ Not Applicable

23. 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)

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

PATENT TERMS AND NOTICE OF RIGHT TO REQUEST PATENT WAIVER

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

Offeror is:

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

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

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

Please identify the 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.

NAME OF OFFEROR _____

BY _____

(Signature of Person Authorized to Legally Bind the Offeror)

NAME AND TITLE OF SIGNER _____

DATE SIGNED _____