

Pre-Award Information Representation and Certifications (Long Version)

Please have this document executed by an official authorized to sign on behalf of your organization. You are encouraged to register in SAM.GOV via <http://www.sam.gov> and clicking on "Online Reps and Certs Application." The clauses from the Federal Acquisition Regulation (FAR) below are dated as of the revision date stated on this document.

PART 1 - APPLICABLE FOR ALL OFFERS/SOLICITATIONS

1.0 General Information

Legal Name of Company/Entity:	
Unique Entity ID Number (UEI): (UEI is a unique 12-character alphanumeric ID assigned to an entity by	
Doing Business As: (If Applicable)	
Company/Entity Physical Street Address: (Include Zip + 4 Code)	
Primary Performance Location: (If different than address above - Physical Street Address, City, State, Zip +4 Code)	
Primary Contact: (for Contract - Name, email, and phone number)	
Primary Contact: (for Contract Close-out - Name, email, and phone number)	
Primary Contact: (for Property Management - Name, email, and phone number)	

1.1 Business Organization – Entity Type

Please select Entity Type from the options below:

Business Organization - Entity Type	State of Incorporation
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1.2 Small Business Program – <https://www.sba.gov>

Small U.S. Companies/Entities, please select ALL Business Classifications that apply:

☐ Small Business	☐ Veteran-Owned Small Business
☐ Small-Disadvantaged Business	☐ Service-Disabled Veteran-Owned Small Business
☐ Woman-Owned Small Business	☐ HubZone

1.3 North American Industry Classification System (NAICS) Code

Please provide the NAICS Code and Size Standard for the RFP/RFQ Request:

NAICS Code	Size Standard

1.4 FAR 52.204-26 - Covered Telecommunications Equipment of Service-Prerresentation

<https://www.acquisition.gov/far/52.204-26>

a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

b) Procedures. The offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

c) (1) Representation. The offeror represents that it ☐ **DOES OR** ☐ **DOES NOT** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ **DOES OR** ☐ **DOES NOT** provide covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

1.5 Laboratory Terms and Conditions

By submission of its offer, the Offeror represents that, unless exceptions are noted in the Offeror's proposal and accepted by the Laboratory, the Laboratory's standard terms and conditions (included in the Laboratory's solicitation) will be included in and govern any subsequent contract.

1.6 Suspect Counterfeit/Parts Certification

Offeror certifies that suspect/counterfeit parts, as further described in the proposed resultant agreement, shall not be used in the performance of any work resulting from its 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.

1.7 Personal Conflict of Interest Certification

Argonne National Laboratory (Argonne) seeks certification from your company disclosing that, following reasonable due diligence, Argonne and University of Chicago employees, former employees, and near relatives of employees, hold certain interests in your company. An affirmative response in the following certification will require Argonne to evaluate your offer to determine whether a conflict of interest exists.

A determination that a conflict of interest does exist may necessitate rejection of your offer. The fact that an Argonne employee or University of Chicago employee, former employee, or near relative of an employee, owns, controls, or has significant financial interest in your organization will not, in and of itself, necessarily be cause for rejection of an offer.

Definitions:

Employee: Any person currently having an employee relationship with Argonne or any member entity of Argonne (i.e., University of Chicago).

Near Relative: Employee's 1) Spouse 2) Child or Grandchild 3) Parent or Grandparent 4) Brother or Sister 5) Niece or Nephew 6) Aunt or Uncle 7) Individual in Points 2-6 Who is a Step-Relative 8) In-Law 9) Civil Union Partner or Domestic Partner.

Control: Having some right to direct or transfer property (even though there exists no actual title to the property, such as trusteeship, power of appointment, or contract) that could be the basis for influence upon the selection or decisions of an organization's management personnel.

Significant Financial Interest: Owning or controlling more than ten percent of the organization.

Certification: (Check appropriate response.)

☐ **An Employee or Near Relative Does** own, control, or have a Significant Financial Interest in the Offeror's organization. That Employee or Near Relative is identified below (must also include the name of the Argonne employee involved if a Near Relative is disclosed):

☐ **An Employee or a Near Relative Does Not** own, control or have a Significant Financial Interest in the offeror's organization.

1.8 FAR52.227-14 -Representation of Limited Rights Data and Restricted Computer Software

- a) This solicitation sets forth the Government's and Laboratory's known delivery requirements for data (as defined in the clause at **52.227-14**, Data-General). Any resulting contract may also provide the Government and Laboratory the option to order additional data under the Additional Data Requirements clause at **52.227-16**, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at **52.227-14**, 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 instead. The latter clause may also be used with its Alternates, II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited right or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the government and Laboratory the right to inspect such data at the Contractor's facility.
- b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer 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
- c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the Offeror.

NOTE: "Limited Rights Data" and "Restricted Computer Software" are defined in the contract clause "Rights in Data—General" 48-CFR 52.227-14

1.9 Certification As To Small Business or Non-Profit 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 provision 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 Relations. In order to determine the Patent Provision applicable to this contract, please check the applicable box. 48 CFR 52.227-14
- 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 non-profit scientific or educational organization qualified under a State non-profit 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.

PART 2 – APPLICABLE FOR OFFERS ≥ \$2,500 For Services

2.0 FAR 52.222-48 – Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification

a) The offeror shall check the following certification:

CERTIFICATION(*this certification is applicable, check appropriate response.*)

The offeror ☐ **DOES OR** ☐ **DOES NOT** certify that-----

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

c) If the Offeror does not certify to the conditions in paragraph (a) of this provision:

- 1) The clause in this solicitation at [52.222-51](#) Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and
 - 2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.
- d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision to or to the contracting Office as required in paragraph (c) of this provision.

2.1 FAR52.222-52-Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Certification

The Offeror shall check the following certification:

a) **CERTIFICATION** *(if this certification is applicable, check appropriate response.)*

The Offeror ☐ DOES OR ☐ DOES NOT certify that----

- 1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- 2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price, list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
- 3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing contract; and
- 4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent customers.

b) Certification by the offeror as to its compliance with respect to the contract, also constitutes its certification as to compliance by its subcontractor if it subcontract out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service contract Labor Standards statute;

- 1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or
 - 2) Will apply to this Offeror, then the clause at FAR [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this Offeror and the Offeror may be provided an opportunity to submit a new offer on that basis.
- b) If the offeror does not certify to the conditions in paragraph (a) of this provision-
- 1) The clause of this solicitation at [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and
 - 2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.
 - 3) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

PART 3 – APPLICABLE FOR OFFERS ≥ \$10,000

3.0 FAR 52.222-25 – Affirmative Action Compliance

(Required by ALL U.S. Vendors having 50 or more employees and current Government Contracts or Subcontracts totaling \$50,000 or more, and if proposed contract is for other than construction.)

- (a) It ☐ HAS developed and has on file or ☐ 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 contract subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3.1 FAR 52.222-26 – Equal Opportunity Compliance

(Required by All U.S. Vendors performing within the U.S. Not required if proposed procurement is expected to be less than \$10,000 or the entirety of the procurement will occur outside the U.S.)

- (a) It ☐ HAS or ☐ HAS NOT participated in a previous contract or subcontract subject to the Equal Opportunity Clause of this solicitation, or the clause contained in Executive Order No 11246, as amended;
- (b) It ☐ HAS or ☐ HAS NOT filed all required compliance reports; and
- (c) Representations indicating submission for required compliance report, signed by proposed subcontractors, will be obtained before subcontract awards.

3.2 FAR 52.225-1 – Buy American Act – Supplies

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act – Supplies.”

(b) **Foreign End Products***

Please list below any line items that contain more than 35% foreign manufactured end-products	
Line-Item No.	Country of Origin
*This table may not be left blank. If “None” is entered in this section, this means all items from the Offeror are domestic end-products, and thus made or manufactured in the USA. Do not place “N/A” in this section. If items are made or manufactured outside the USA, please complete this table.	

PART 4 – APPLICABLE FOR OFFERS > \$30,000

4.0 FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

To receive any contract award valued at \$30,000 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 –

(a) 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 the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“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 Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
 - (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.
- (b) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) (Federal Acquisition Regulation (FAR) provision [52.204-7](#)), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its 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 from Federal contracts (and subcontracts), loans, grants (and sub-grants) cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal Contracts (and subcontracts), loans, grants (and sub-grants) and cooperative agreements and other forms of Federal financial Assistance; and

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/excomp.htm>

Contractor did not receive:

- ☐ a) 80% or more of its annual gross revenues in Federal Contracts, (and subcontracts), loans, grants (and sub-grants), and cooperative agreements; OR
- ☐ b) \$25,000,000 ore more in annual gross revenues from Federal Contracts (and subcontracts), loans, grants (and sub-grants), and cooperative agreements and other forms of Federal financial assistance; and

The public does have access to information about the compensation of the executive through periodic reports filed under section 13(a) or 15(d) of the Security 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 public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/excomp.htm>

☐ Information required is included herein

PART 5 – APPLICABLE FOR OFFERS ≥ \$35,000

5.0 FAR52.209-5–Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters.

(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 OR ☐ ARE NOT, presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency;
- (B) ☐ HAVE OR ☐ 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;
- (C) ☐ ARE OR ☐ 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
- (D) ☐ HAVE OR ☐ HAVE NOT, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

2) Examples.

- i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

- (ii) The offeror ☐ **HAS OR** ☐ **HAS NOT** within a three-year period preceding this offer had one or more contracts terminated for default by any Federal Agency.

(2) "Principal," for the purposes of this certification, means:

Officers, directors, owners, partner, and person having primary management or supervisory responsibilities with 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 Contracting Officer 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 Contracting Officer may render the offeror non-responsible.
- (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 Contracting Officer, may terminate the contract resulting from this solicitation for default.

PART 6 – APPLICABLE FOR OFFERS ≥ \$50,000

6.0 FAR 52.222-18 – Certification Regarding Knowledge of Child Labor for Listed End Products

(a) Definition.

Forced or indentured child labor means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.*

Reference the following for a detailed list: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-products>

(c) *Certification.* The Offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(3) The offeror ☐ **WILL OR** ☐ **WILL NOT** supply any end product listed in paragraph (b) of this provision that was mined, produced or manufactured in a corresponding country as listed for that end product.

4) The offeror ☐ **MAY OR** ☐ **MAY NOT** supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

PART 7 – APPLICABLE FOR OFFERS ≥ \$150,000

7.0 FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

https://www.acquisition.gov/far/52.203-11#FAR_52_203_11

The offeror, by signing below, 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.

7.1 FAR 52.222-37 – Compliance with Veteran’s Employment Reporting Requirements

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.

PART 8 – APPLICABLE FOR FIXED PRICE OFFERS ≥ \$250,000

8.0 FAR 52.203-2 – 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 restricted 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 priced 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 sealed bid 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 paragraphs (a)(1) through (a)(3) of this provision; 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 paragraphs (a)(1) through (a)(3) of this provision

Full Name: (Person in offeror’s organization responsible for determining prices offered in this bid/proposal)	
Title Within Organization: (Insert full title of his/her position in the offeror’s organization)	

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

- (i) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

8.1 FAR 52.203-5 – Covenant Against Contingent Fees (Other than Commercial Products and Services)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence or to solicit or obtain Government contracts nor holds out as being able to obtain any influence.

Contingent Fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

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

- (1) ☐ HAS or ☐ HAS NOT employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ HAS or ☐ 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.

(d) 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.

PART 9 – APPLICABLE FOR OFFERS ≥ \$550,000

9.0 FAR 52.222-50 – Combatting Trafficking in Persons – Deviation

(Applicable for supplies other than Commercial-Off-The-Shelf items, acquired outside of the United States, or for services performed outside the United States)

By execution of this document the Offeror certifies that it is in full compliance with FAR 52.222-50 "Combating Human Trafficking in Persons" in the performance of any work under the proposed subcontract, including subsection (h)(5) as follows:

Certification. Annually after receiving an award, the Offeror shall submit a certification to the Procurement Specialist that:

(a) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; AND

(b) After having conducted due diligence, EITHER

- (1) To the best of the offeror's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; -OR-
- (2) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the offeror has taken the appropriate remedial and referral actions.

PART 10 – APPLICABLE FOR OFFERS ≥ \$2,000,000

10.0 FAR 52.230-1 – Cost Accounting Standards Notices and Certification

(Not required if the offer is less than \$2,000,000 and company's Aggregate contract awards are expected to be less than \$50 million. Not applicable to small businesses or foreign governments.)

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.

DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract more than the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) 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.
- (c) 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.

CHECK THE APPROPRIATE BOX BELOW:

1. ☐ Certificate of Concurrent or Previously Submitted Disclosure Statement has been submitted to the cognizant Administrative Contracting Officer or Federal Agency Official and the 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.)

Date of Disclosure		
Name of Cognizant ACO or Federal Official		
Address of Cognizant ACO or Federal Official Where Filed	Street	
	City:	
	State:	
	Zip:	

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		
Name of Cognizant ACO or Federal Official		
Address of Cognizant ACO or Federal Official Where Filed	Street	
	City:	
	State	
	Zip:	

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.

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.

ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether an 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

PLEASE CERTIFY BEFORE SUBMITTING:

☐ I have completed and signed the W-9 and have/will submit to taxform@anl.gov (a secured site).
PLEASE NOTE: The W-9 does not need to be returned to the Procurement Specialist.

I certify that the above representations and certifications are true and correct, under penalty of perjury and prosecution under the False Claims Act (31 U.S.C. 3729 et seq.) and that I have authority to make such representations and certifications on behalf of the above-named entity.

By:

Printed/Typed Name

Signature

Title

Date