

# REQUEST FOR PROPOSAL

FRA RFP NO. LBNF-342297-BWQ

for the Construction of the

Long-Baseline Neutrino Facility (LBNF)  
Near Site Conventional Facilities (NSCF)  
Wetland Permit Work Construction

Package No. 1 of 4:  
RFP DOCUMENTS

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## Proposal Preparation Instructions

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# PROPOSAL PREPARATION INSTRUCTIONS

## PROPOSAL CONTENTS

### DESCRIPTION

Fermi Research Alliance, LLC (FRA) expects to select one subcontractor to perform construction services as required by the Long Baseline Neutrino Facility, Deep Underground Neutrino Experiment (LBNF/DUNE-US) Project, Near Site Conventional Facilities (NSCF) at Fermi National Accelerator Laboratory (Fermilab) under a firm-fixed price (FFP) Subcontract. Please submit Price Proposals for the Wetland Permit Work Construction. The proposals received from this Request for Proposal (RFP) will be evaluated to determine the firm that provides the best value to meet the requirements.

### BACKGROUND

FRA will provide facilities to enable a world-class program in neutrino physics that can measure the fundamental physical parameters, explore physics beyond the Standard Model, and better elucidate the nature of matter and anti-matter. Specifically, the LBNF/DUNE-US Project will involve building a new high-intensity neutrino beam at Fermilab aimed at the Sanford Underground Research Facility (SURF), located 1,300 km away in South Dakota, where the international community will build neutrino detectors. The LBNF Project will be optimized for precision measurement of neutrino oscillations with the goal of searching for charge parity-violation in the neutrino sector, as well as making other precision oscillation measurements.

The LBNF Project will construct the NSCF at Fermilab. The NSCF Wetland Permit Work Construction scope includes the tree removal and wetland excavation to allow for the new Beamline and Near Detector Complexes.

### GENERAL

The proposal should consist of a Price Proposal, and all required forms listed in the RFP Letter under Enclosures. The proposal should be submitted with a cover letter identifying the Offeror's name and address, solicitation number and title, the name(s), title(s), email addresses, and telephone number(s) of the individuals in the Offeror's organization who have commitment authority on behalf of the Offeror and will be responsible for contractual negotiations and administration of any resultant Subcontract.

### SELECTION

#### A. Preliminary Evaluation

The Laboratory will evaluate each proposal to ensure that it meets the Mandatory Requirements as identified below. Offerors will be required to provide evidence (along with its proposal) indicating the Mandatory Requirements identified below have been met. Those proposals not meeting the Mandatory Requirements may be eliminated from further consideration for award of a subcontract. Proposals that meet all the Mandatory Requirements in the solicitation will be further evaluated based on Pricing.

B. Mandatory Requirements (Complete Mandatory Requirement Checklist)

1. Submit all required items per the RFP, listed under Enclosures in the RFP Letter.
2. Demonstrated Experience - Delivered three (3) similar projects within the past 10 years of \$1M total project cost or greater.
3. Demonstrated Experience - Demonstrated excavation and site preparation experience on at least three (3) completed similar projects within the past ten (10) years. Performed in the role as Prime GC, JV, or Primary Subcontractor.
4. Minimum Single Project Performance & Payment Bonding capacity equal to 110% of the proposed contract value or greater. Evidence should be provided in a letter from the Proposer's Bonding/Surety provider stating the capability and commitment if awarded.
5. Annual Revenues greater than \$10M for each of the past five (5) years.
6. Minimum FRA Safety requirements. EMR less than 1.0, for last three years, less than 85% BLS average for TRCR and DART for heavy construction. This applies to all members of Joint Ventures.
7. Confirmation of attendance of the prime GC, or if the prime GC is a Joint Venture, a member of a Joint Venture at mandatory pre-proposal conference and site visit.
8. Preliminary cost-loaded Schedule delivered.
9. Submitted list of primary subcontractors (all subs over \$100k subcontract value)
10. Qualifications of Key Personnel (Project Manager, Superintendent and ES&H Manager).

C. Overall Relative Importance of Proposal Parts

All Offerors meeting the Mandatory Requirements above, will be further evaluated as set forth below.

The Laboratory shall make a selection for award based on the principles of lowest priced, technically acceptable. Award shall be made to the Offeror who is deemed responsive and responsible; whose proposal conforms to the solicitation's requirements; and is judged to represent the best value to FRA.



FRA may, at its own discretion, request clarification of any omissions or errors on Offeror's proposals.

### PRICE PROPOSAL

The Offeror's Price Proposal shall be submitted on the Price Proposal Form. The Price Proposal shall offer total FFP for the Scope of Work including the Base Bid Price. The total FFP shall include all applicable federal, state, and local taxes, duties, and all other Subcontractor obligations under the resulting Subcontract. In addition, unit prices that are all-inclusive (i.e., shall include costs for labor, supervision, material, equipment, bond, overhead, profit, etc.) for Change Order work shall be submitted on the Unit Price Proposal Form.

### PERFORMANCE AND PAYMENT BONDS

The successful Offeror will be required to provide performance and payment bonds as specified in the *Sample Subcontract*.

### **ADDITIONAL INSTRUCTIONS**

**Proposal Due Date: Friday, May 19th, by 5PM CST. Proposals must be sent electronically to [bquinn@fnal.gov](mailto:bquinn@fnal.gov). Proposals with large file sizes precluding e-mail transmission may be provided via a Offeror-supplier link hosting the file. Proposals sent in this manner must be accessible at the time proposals are due.**

### MANDATORY PRE-PROPOSAL CONFERENCE

Scheduled for **Thursday, May 4th, 2023 at 2PM CST.**

Offerors are required to attend a Pre-Proposal Conference via Zoom. FRA will review information about the project, which should be of interest to all Offerors. This presentation will be recorded. The Zoom link is:

<https://fnal.zoom.us/j/7867205529?pwd=SndVd2lPSjFjVnUyelpkZlICSXZuQT09>

Meeting ID: 786 720 5529

Passcode: 712818

One tap mobile

+13126266799,,7867205529#,,,,\*712818# US (Chicago)

+13092053325,,7867205529#,,,,\*712818# US

The purpose of the Pre-Proposal Conference is to ensure that Offerors gain the best possible understanding of the work conditions and requirements. Offerors will be given an opportunity to ask questions about the work. All questions during the Pre-Proposal Conference should be documented in writing and submitted to the Procurement Specialist for distribution to all potential Offerors. Similarly, any potential offeror that visits the site and has subsequent questions must submit those in writing to the Procurement Specialist as well. Only written answers provided by the Procurement Specialist should be considered when offerors are preparing proposals.

Offerors shall inform the FRA Procurement Specialist ([bquinn@fnal.gov](mailto:bquinn@fnal.gov)), **no later than Friday, April 28th, 5 p.m. CST**, of the number of persons who will attend the pre-proposal conference, including any lower tier subcontractors, and the company they will be representing.

## OFFERORS' QUESTIONS

Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request in writing by **close of business (5:00 p.m.), Friday, May 12th 2023**. Questions submitted after this date may not be answered prior to the proposal due date. Questions must be submitted by email. Answers to questions that are germane to the interpretation of FRA's requirements will be issued to all Offerors by email, ensuring that the identity of Offerors submitting the questions will remain anonymous.

The Prime GC or a member of a JV, if the Prime GC is a JV must attend the virtual mandatory Pre-Proposal Conference. FRA intends to schedule days for optional site visits for interested suppliers via solicitation addendum. A site map is available at <https://www.fnal.gov/pub/visiting/map/site.htm>

## SAFETY-RELATED REQUIREMENTS

The Subcontract will be subject to the *Worker Safety and Health Program* regulation enacted by the U.S. Department of Energy (DOE). It applies to work performed at FRA work sites by FRA and its Subcontractors. The regulation is located at Title 10, Part 851, of the U.S. Code of Federal Regulations (10 CFR 851). Provisions implementing the requirements of the regulation are included in the Sample Subcontract. Information on the regulation is available at the following website: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title10/10cfr851\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title10/10cfr851_main_02.tpl).

## INSURANCE

The Price Proposal shall include all costs for maintaining insurance coverage in accordance with the *General Provisions* and the *Sample Subcontract*.

## DAVIS BACON ACT REQUIREMENTS

Any resulting Subcontract will be subject to the Davis-Bacon Act and related labor regulations, which are identified in the Sample Subcontract. The FRA Procurement Specialist will provide the Subcontractor with the applicable Davis Bacon Wage Determination.

## BUY AMERICAN ACT REQUIREMENTS—CONSTRUCTION MATERIALS

The General Provisions of the Sample Subcontract include FAR Clause 52.225-9, *Buy American Act—Construction Materials*, which requires that only domestic construction materials be used in performing the Subcontract (i.e., construction material manufactured in the United States or unmanufactured construction material mined or produced in the United States), unless a specific exception applies. The Offeror is to indicate in the Representations and Certifications form, to be submitted with the proposal, whether it proposes to furnish any foreign construction material.

Refer to FAR Clause 52.225-9 for the definition of: construction material, domestic construction material, and foreign construction material.

### E-VERIFY PROGRAM ENROLLMENT VERIFICATION

The Subcontract will include FAR Clause 52.222-54, *Employment Eligibility Verification*. Accordingly, the selected Offeror will be required to:

Be enrolled as a Federal contractor in the government's online E-Verify system, which is located at: <https://e-verify.uscis.gov/enroll>, and if necessary, provide FRA with written verification of the enrollment;

Use the E-Verify system to verify the employment eligibility of all employees assigned to the Subcontract and of all new hires working in the United States, except that if the selected Offeror is an institution of higher education as defined at 20 U.S.C. 1001(a), or a state or local government or the government of a federally recognized Indian tribe, it may choose to verify only new hires assigned to the Subcontract; and

Include the clause in lower-tier subcontracts for construction or services exceeding \$3,000, as required by the clause, and if necessary, provide FRA with written verification of the inclusion of the clause in the Subcontracts and the lower-tier subcontractors' enrollment in the E-Verify system.

Additional information about the employment eligibility verification requirements is available at <http://www.uscis.gov/everify>.

### ACCEPTANCE OF TERMS AND CONDITIONS

By submission of a proposal, the Offeror will be considered to have accepted the terms and conditions of the sample Subcontract, unless specific exceptions are taken and explained. The terms and conditions have been approved by the DOE, and it is not FRA's intent to make significant changes to them. Resolving extensive exceptions may be time consuming and result in unacceptable delays in the award of a Subcontract, and cause FRA to consider the Offeror's proposal to be nonresponsive.

### PROPRIETARY INFORMATION

FRA will safeguard any commercial or financial information contained in submitted proposals from disclosure outside FRA or the government. FRA prefers not to receive any proprietary technical data or information. If a proposal includes any proprietary technical data or information, it must be conspicuously marked as "Proprietary" or "Confidential," or an equivalent term. Also, please identify in your proposal cover letter the page numbers where such data or information is located in your proposal as required by DEAR 952.227-82 *Rights to Proposal Data*. FRA will endeavor to maintain proprietary data or information in confidence to the same degree as its own proprietary information and not disclose such information to individuals other than those working for FRA or the government on this procurement. These individuals will be bound by an obligation of confidentiality to use such proprietary data or information solely for the purpose of evaluation of the proposal. However, except for technical data that is specifically identified in the proposal as proprietary, FRA and the government shall have the right to use, duplicate, disclose, and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which a Subcontract is based.

If the Offeror intends to use a product or process in which there is a proprietary or background patent position, the proposal should so indicate and list patent applications and/or patents granted (including dates, numbers, and descriptions), and whether the government has rights related to those patents.

### **[END OF PROPOSAL PREPARATION INSTRUCTIONS]**

## Mandatory Requirements Checklist

RETURN COMPLETED FORM WITH YOUR  
PROPOSAL

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## MANDATORY REQUIREMENTS CHECKLIST

Date: \_\_\_\_\_

To: Brian Quinn  
Procurement Specialist IV  
LBNF Procurement  
Fermi National Accelerator Laboratory  
Wilson Hall, Rm. 1346  
Batavia, IL 60510

Project: LBNF NSCF Wetland Permit Work Construction

Item	Description	✓ if Submitted
1.	RFP Letter listed Enclosures	
	B. Price Proposal Form	
	C. Unit Price Proposal Form	
	D. Supplier Portal Registration Completion Statement	
	E. Representations and Certifications (PUR-466 & SARC)	
	F. Bid Bond Form (FL-41)	
	G. Construction Environmental, Safety & Health Certification (CESHC) Form	
	H. Subcontractor Injury & Illness Data Questionnaire, including OSHA 300A logs and EMR Documents (7010-F1)	
	I. Organizational Conflicts of Interest Form (FL-57A, FL-57B & FL-11)	
	J. Representations Regarding Proprietary Data (FL-105)	
	K. Rights to Proposal Data FL-107)	
	L. ES&H Corporate Program	
	M. Quality Assurance Corporate Program	
2.	Demonstrated Experience - Delivered three (3) similar projects within the past 10 years of \$1M total project cost or greater.	
3.	Demonstrated Experience - Demonstrated excavation and site preparation experience on at least three (3) completed similar projects within the past ten (10) years. Performed in the role as Prime GC, JV, or Primary Subcontractor.	

4.	Minimum Single Project Performance & Payment Bonding capacity equal to 110% of the proposed contract value or greater. Evidence should be provided in a letter from the Proposer's Bonding/Surety provider stating the capability and commitment if awarded.	
5.	Annual Revenues greater than \$10M for each of the past five (5) years.	
6.	Minimum FRA Safety requirements. EMR less than 1.0, for last three years, less than 85% BLS average for TRCR and DART for heavy construction. This applies to all members of Joint Ventures	
7.	Confirmation of attendance of the prime GC, or if the prime GC is a Joint Venture, a member of a Joint Venture at mandatory pre-proposal conference and site visit.	
8.	Preliminary cost-loaded Schedule delivered.	
9.	Submitted list of primary subcontractors (all subs over \$100k subcontract value).	
10.	Qualifications of Key Personnel (Project Manager, Superintendent and ES&H Manager).	

**[END OF MANDATORY REQUIREMENTS CHECKLIST]**

## Offeror's Proposal



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Price Proposal Form  
RETURN COMPLETED FORM WITH YOUR  
PROPOSAL

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# REQUEST FOR PROPOSAL No. LBNF-342297-BWQ

## PROPOSAL FORM

Date: \_\_\_\_\_

To: Fermi National Accelerator Laboratory  
P. O. Box 500  
Batavia, Illinois 60510

### PROJECT: Wetland Permit Work

In compliance with your Request For Proposal dated \_\_\_\_\_, 2023 the undersigned hereby proposes to furnish the plant, labor, materials and equipment (except materials or equipment that may be specified to be furnished by Fermi National Accelerator Laboratory) and perform all work necessary for subject project in strict accordance with the Drawings, Specifications and Request For Proposal, for the sum of:

PROPOSAL: (Wetland Permit Work)

Total \$ \_\_\_\_\_

\_\_\_\_\_  
(Written Amount)

### 1.0 BASE PROPOSAL AMOUNT

	<u>Qty</u>	<u>Total Cost</u>
1. Site Clearing	_____ acres	\$ _____
2. Excavation & Fill	_____ cu yds	\$ _____
3. Miscellaneous	lot	\$ _____
4. Performance & Material Labor Payment Bonds	lot	\$ _____
<b>BASE PROPOSAL TOTAL</b>		<b>\$ _____</b>

This Proposal may be accepted for a period of One Hundred Twenty (120) after the opening date.

The offeror agrees that, if awarded the contract, he will commence the work within ten (10) calendar days after the effective date of the contract and that they will complete the work so that it is substantially complete not later than March 31, 2024 and fully complete not later than April 30, 2024.

The offeror further agrees that, if any or all of the Alternates are accepted, he will fully complete all work within the same time frame as work specified under the base contract.

Receipt of Addenda: The undersigned acknowledges receipt of the following addenda of the Invitation for Bids, drawings, and/or specifications, etc. (Give number and date of each). Failure to acknowledge receipt of an addendum may be cause for rejection of the bid.

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

(Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number

\_\_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX:

\_\_\_\_\_ Corporation, incorporated in  
\_\_\_\_\_ the State of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ Individual

\_\_\_\_\_  
\_\_\_\_\_ Partnership

\_\_\_\_\_  
\_\_\_\_\_ Joint Venture

Unit Price Proposal Form  
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LBNF NSCF WETLAND PERMIT WORK  
BATAVIA, ILLINOIS

**UNIT PRICES**

These Unit Prices shall be all-inclusive (i.e., shall include costs for labor, supervision, material, equipment, bond, overhead, profit, etc.). Unit Price titles and their corresponding estimated quantities for *proposal preparation purposes only* are as follows (see technical specifications for complete descriptions). It should be noted that these Unit Prices will not be evaluated to determine the apparent low offeror.

	<u>Unit Price</u>
1. <u>Excavation</u>	
a. Excavation by hand	\$ _____ per cu yd
b. Additional excavation by machine	
i. 0-100 cubic yards	\$ _____ per cu yd
ii. 100-500 cubic yards	\$ _____ per cu yd
iii. more than 500 cubic yards	\$ _____ per cu yd
c. Excavation by machine and removal of unsuitable material off site	
i. 0-100 cubic yards	\$ _____ per cu yd
ii. 100-500 cubic yards	\$ _____ per cu yd
iii. more than 500 cubic yards	\$ _____ per cu yd
d. Furnish, backfill and compact (to spec) suitable material obtained off site	
i. 0-100 cubic yards	\$ _____ per cu yd
ii. 100-500 cubic yards	\$ _____ per cu yd
iii. more than 500 cubic yards	\$ _____ per cu yd
e. Backfill and compact (to spec) suitable material obtained from on-site	
i. 0-100 cubic yards	\$ _____ per cu yd
ii. 100-500 cubic yards	\$ _____ per cu yd
iii. more than 500 cubic yards	\$ _____ per cu yd

NOTE: A cubic yard of material is defined as a Bank Measure.



## Supplier Portal Registration Instructions

COMPLETE ONLINE

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## Supplier Portal Registration Instructions

Use these instructions to register your company in Fermilab's Supplier Portal. This includes how to add another contact person, how to add company addresses, and how to add products and services etc. All fields with an asterisk are required. Please use only upper case letters and numbers when entering data.

The **Company Profile** page will be displayed. Your company profile is divided into seven sections, including a review. *Please note that some changes, such as address changes, will trigger approval requests to Fermilab Supplier Administrators. These changes will only take effect after Supplier Administrators approve them.*

### Section 1: Company Details

- You will land on the **Company Details** tab. In this section, your company name, **Supplier Type**, **D-U-N-S Number**, and **Tax Organization** are mandatory fields. The company name must be the full legal name of your company. Use the drop down lists to choose the types appropriate for you company.
- Enter your contact information. Once this is entered, you can choose SAVE FOR LATER, and an email will be sent to you with a link to continue the set up at a later time. However, tax information will not save and will have to be reentered.
- Next type your DUNS number. DUNS number is required for all US based companies that will be awarded subcontract with Fermilab. Now click the **Tax Country** box. Start by typing your company's country and this will bring up a list of countries you can choose from. Select the correct country.
- Next, enter your tax id information. United States companies should enter in the Federal Taxpayer ID box. If you are an individual, enter your social security number instead. All other countries should enter their Tax Registration Number in that box. If this required information is not provided, the registration can't be approved by Fermilab.
- *If your company is a Small Business*, you are required to provide your annual revenue and the number of employees. In the **Additional Information** section, enter your **Annual Revenue**. In the **Corporate Total Employees** field, enter the number of employees.

### Section 2: Contacts

- Hit Next to go the **Contacts** page. Your name should appear here. If you click the **Edit** button, you can add additional information, such as job title and phone number. Also, notice that the box titled administrative contact is checked. Every profile needs an administrative contact. Since you are the only contact set up for this business initially, you are the administrative contact by default. You will see that the **Request user account** box is checked as well. This is because every business profile is also required to have at least one user account. If you look at the bottom of the screen, you can see that various roles have already been assigned to this contact by default. You don't need to make any changes to these roles.

- You can also add additional contacts by clicking the **Create** button. First name, last name and email are required. If you want this person to be able to perform administrative tasks in the Supplier Portal, such as adding other contacts, check the **Administrative contact** box. If this person needs his or her own user account, check the **Request user account** box. Click **OK**. Then click **Next** to go to the next section.
- If you would like to inactivate a contact, change the status field to “Inactive”.

### Section 3: Addresses

In this section, you will be able to enter your company’s addresses.

- To add an address, click the **+** button. Please note that the **Address Name** field can only accept 12 characters; therefore, we suggest you name your address by using the first three letters of the city plus dash plus state code plus dash plus a number. For example, you can use “LOS-CA-1” to represent your first location in Los Angeles, California.
- In the **Address Purpose** section on the right, there are three checkboxes. The first one is **ordering**. Check this box if you want Fermilab to use this address to create purchase orders. The second one is **remit to**. Check this box if you want Fermilab to send any payments to this address. The third one is **RFQ or bidding**. Check this box if you want to set this address as the primary address for Fermilab’s solicitations.
- Next enter the name of your country in the **Country** box, choose your country and type your address.
- Enter the name of your city and hit the tab key. This would bring up a list of city names. Choose the city with the correct county and state and then click **OK**. Similarly, you can enter the postal code and choose it from the dropdown menu. In addition, enter the 4-digit **Postal Code Extension** if it is applicable to your US zip code.
- Now enter your **County** name if it did not pre-populate.
- In the **Additional Information** section, enter your **Congressional District**. If you are not sure about your congressional district, check it out at <https://www.govtrack.us/congress/members>. Next, enter the **DUNS** number associated with this address. Click **Next** to go to the next section.
- If you would like to inactivate an address, enter today’s date in the Inactive Date field.
- When you are done, hit **OK**.

### Section 4: Business Classifications

- In this section, you can add your company’s business classifications and upload your certification documents.
- If your business doesn’t have a special classification, such as minority owned, veteran owned etc., click the box **None of the classifications are applicable**.
- If your business has a special classification, click the **+** button and select a classification from the dropdown list.
- Under certifying agency, select either **Self-Certified** or **Other**. If Other, enter the other certifying agency name.

- Optionally, under **Certificate**, enter the certificate number. Then enter its start date and expiration date.
- If you want to attach a copy of your certificate, click the + sign to add an attachment

#### Section 5: Products and Services

- *In this section, you can select the NAICS codes that best classify the goods and services your company provides. By selecting the appropriate codes, your company will have a better chance of getting invited to a solicitation that matches your company's business offerings.*
- On the left-hand side of the page, click the Actions down arrow. Then click the **Select and Add**. Or choose the "Select and Add" icon. Now click the small arrow icon next to the words "Products and Services" to expand the list. Once you've selected your products and services, scroll down and click **Apply** and then click **OK**. Click the **Save** button to save your changes.
- You may go to [census.gov](https://census.gov), FIND A CODE, to help identify your appropriate NAICS codes.

#### Section 6: Questionnaire

In this section, you need to tell us whether your company is U.S. based. If your answer is yes, you need to upload your W9. This will take a few clicks. Once finished, click **Next** to go to the review page.

#### Section 7: Review

After you are done entering your company's information, you may review your changes by clicking on Review at the top right. You may do more editing or submit. You will receive a confirmation message. To log out from the Supplier Portal, click Done, then click your name in the top-right corner and click the **Sign Out** link.



Representations & Certifications Form (PUR-466 & SARC)  
RETURN COMPLETED FORM WITH YOUR  
PROPOSAL

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## INSTRUCTIONS TO OFFERORS:

By submission of its offer, the offeror represents that, unless otherwise noted in the offeror's proposal and agreed to through negotiations, the Fermi Research Alliance, LLC standard terms and conditions (included in the solicitation) will be included in and govern any subsequent subcontract. **Review the attached Certifications and complete the sections that apply based on the dollar value of your proposal. Return to your Procurement Specialist as part of your proposal submission package.**

## Certifications #1: REQUIRED FOR ALL PROPOSALS ≥ \$10,000

### Export / Import Control

(1) Offeror's Export Compliance Point of Contact information:

Name	Phone Number	E-mail Address

- (2) The Offeror represents that items furnished under any resulting subcontract are ☐, are not ☐, items that are specially designed, fabricated, and configured for military or space applications as listed on the United States Munitions List (22 CFR 120-130).
- (3) The Offeror represents that items furnished under any resulting subcontract are ☐, are not ☐, items that are dual-use military or space items listed on the Commerce Control List 15 CFR 730-774 (CCL) as 500 or 600 series items.
- (4) The Offeror represents that items furnished under any resulting subcontract are ☐, are not ☐, items that are listed on the CCL, other than 500 or 600 series items. If the items *are* listed on the CCL, provide the following information:

Manufacturer's Name	Description	Export Classification Control Number (ECCN) or EAR99	Harmonized Tariff Schedule (HTS) / Schedule B Number, if applicable

### 52.225-9 Buy American – Construction Materials (NOV 2021)

*Applicable for construction that is performed in the United States*

- (a) Definitions, as outlined in FAR 52.225-9 (a) apply to this requirement.
- (b) Domestic preference.
- (1) This clause implements 41 U.S.C. Chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: NONE [Contracting Officer to list applicable excepted materials or indicate "none"]
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
  - (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American statute.
- (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-
- (A) A description of the foreign and domestic construction materials;
  - (B) Unit of measure;
  - (C) Quantity;
  - (D) Price;
  - (E) Time of delivery or availability;
  - (F) Location of the construction project;
  - (G) Name and address of the proposed offeror; and
  - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
- (d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item 1			
Foreign Construction Material			
Domestic Construction Material			
Item 2			
Foreign Construction Material			
Domestic Construction Material			
* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.			

**FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)**

*Applicable when a technical proposal is being considered as part of the award decision*

☐ Not Applicable, **OR**

Except for data contained on pages       , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data-General" clause contained in this contract) in and to the technical data contained in the proposal dated       , upon which this contract is based.

**FAR 52.227-14, Rights in Data-General (MAY 2014), as modified by DEAR 927.409**

*Applicable when a technical proposal is being considered as part of the award decision (data will be produced, furnished or acquired)*

**(a) Rights in Proposal Data**

It is Fermilab policy for a subcontract award based on a proposal that, in consideration of the award, the Government shall obtain unlimited rights in the technical data contained in the proposal unless the Offeror 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 subcontract. Accordingly, please indicate:

- ☐ Not Applicable, **OR**  
☐ No restriction on Government rights in the proposal data; **OR**  
☐ The following identified technical data is proprietary or is not directly related to or will not be utilized in the work to be funded under the subcontract.

(List data below)


**(b) Representations of Limited Rights Data and Restricted Computer Software**

This solicitation sets forth the Government's and Fermilab's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting subcontract may also provide the Government and Fermilab the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the subcontract. Any data delivered under the resulting subcontract will be subject to the Rights in Data-General clause at 52.227-14 included in this subcontract. Under the latter clause, a Subcontractor 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 also may be used with its Alternates II and/or III to obtain delivery of limited rights data 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 and Fermilab the right to inspect such data at the Subcontractor's facility

The Offeror represents that it has reviewed the requirements of the technical scope of work, particularly with respect to requirements for the delivery of technical data or computer software and states:

- ☐ Technical Data Rights Not Applicable, **OR**  
☐ None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data, **OR**  
☐ Data proposed for fulfilling the data delivery requirements qualify as limited rights data and are identified as follows:

(List data below)


- ☐ Computer Software Rights Not Applicable, **OR**  
☐ No Restricted Computer Software will be utilized in the subcontract work, **OR**  
☐ Restricted Computer Software will be utilized in the subcontract work and is identified as follows:

(List software below)


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 subcontract clause "Rights in Data – General." (FAR 52.227-14)

**DEAR 952.227-11 Patent Rights - Retention by the Contractor (Short Form) (MAR 1995) & DEAR 952.227-13 Patent Rights - Acquisition by the Government (SEP 1997)**

Under the provisions of P.L. 96-517, the patent terms required for subcontracts with Offerors in certain categories are set forth in the Department of Energy Acquisition Regulation (DEAR). In order to determine the Patent provisions applicable to this subcontract, please check the applicable box.

## 1. Offeror is:

- ☐ (a) A small business firm as defined at Section 2 of P.L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. for the purpose of this definition, the size standard for small business concerns involved in Government procurement, contained in 13 C.F.R. 121.3-8, and in subcontracting, contained in 13 C.F.R. 121.3-12, will be used.
- ☐ (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. Applicable to Offerors who have checked 1. (d) above

Offerors who have checked (d) above have the right to request, in advance of or within 30 days after execution of the subcontract, in accordance with applicable statutes and the DOE Patent Waiver Regulation, (10 CF.R. Part 784), a waiver of all or any part of the rights of the United States in Subject Inventions.

Please indicate:

- ☐ I intend to request an advance waiver in accordance with 10 C.F.R. Part 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.

**52.225-2 Buy American Certificate (OCT 2022)**

The terms "domestic end product", "end product", and "foreign end product" are defined in the clause 52.225-1, Buy American-Supplies.

- ☐ Offeror certifies that they provide only services and are exempt from Buy American Act: Supplies.
- ☐ Offeror certifies that this response is for construction, and therefore exempt from Buy American Act: Supplies.
- ☐ Offeror certifies that end products are exempt from Buy American Act: Supplies, as they are intended for use outside the United States.
- ☐ Offeror certifies that end products are exempt from Buy American Act: Supplies (due to nonavailability, public interest, or information technology that is a commercial item). Cite exemption:
- ☐ Offeror certifies that each end product provided, except those listed below, is a U.S. domestic end product and that for other than Commercially Available Off-The-Shelf (COTS) items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States ("foreign end product").
- ☐ Offeror certifies that each end product provided, that do not qualify as U.S. domestic end products shall be listed below as non-U.S. domestic ("foreign") end products.

**Non-U.S. Domestic ("Foreign") End Products:**

	<b>Proposal Certifications</b>	Document	PUR-466
		Revision	2
		Date	3/14/2023

Line Item Number	Country of Origin	Exceeds 55% Domestic Content (Yes/No)

FRA will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

## Certifications #2: REQUIRED FOR ALL PROPOSALS ≥ \$150,000

### 52.203-2 Certificate of Independent Price Determination (APR 1985)

*Applicable when a firm-fixed price contract or fixed-price contract with economic price adjustment is contemplated*

☐ Not Applicable, **OR**

If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

(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 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.

**[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) 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.

- (c) 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 dis-closure.

### 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **52.209-5 Certification Regarding Responsibility Matters (AUG 2020)**

(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, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
- (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
- (D) Have ☐, 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 ☐ 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 an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a 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.

#### **52.222-37 Employment Reports on Veterans (JUN 2020)**

*Not applicable to subcontracts for work performed outside the United States by employees recruited outside of the United States*

☐ Not Applicable, OR

(a) The offeror certifies that-

(1) It has ☐, has not ☐, submitted the most recent VETS-4212 Report as required, at:  
<https://www.dol.gov/agencies/vets/programs/vets4212>

If offeror 'has not' submitted required reports, please explain:

#### **52.203-7 Anti-Kickback Procedures (JUN 2020)**

*"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, to any Government prime contractor (FRA), prime contractor employee, subcontractor at any tier, or employee of a subcontractor at any tier, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Government prime contract, or in connection with a subcontract at any tier relating to a Government prime contract.*

☐ Offeror certifies that it has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any kickback; and

☐ Offer certifies that it has not included, directly or indirectly, the amount of any kickback in the offer.

**Certification #3: REQUIRED FOR ALL PROPOSALS ≥ \$550,000****52.222-50 Combatting Trafficking in Persons (NOV 2021)**

- (1) It is ☐, is not ☐, possible, that at least \$550,000 of the value of the contract may be performed outside of the United States, AND
- (2) The acquisition is ☐, is not ☐, entirely for commercially available of the shelf (COTS) items.

*If you answered "is" to (1) and "is not" to (2), below certification is required.*

**52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (OCT 2020)**

Offeror certifies it ☐ has, ☐ has not, implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of clause 52.222-50 and to monitor, detect and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

Offeror certifies that, after having conducted due diligence, either

- ☐ To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
- ☐ If abuses relating to any of the prohibited activities have been found, the subcontractor has taken the appropriate remedial and referral actions.

**By signing below, you acknowledge that the above certifications are complete and accurate to the best of your knowledge and belief:**

Proposal Number: \_\_\_\_\_

Full Company Name: \_\_\_\_\_

Name of Company Official: \_\_\_\_\_


Title of Company Official: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Signature\* of Company Official: \_\_\_\_\_

**\*NOTE: IF YOU WOULD LIKE TO USE AN ELECTRONIC, CERTIFIED SIGNATURE, PLEASE COMPLETE THE FORM IN WORD, SAVE AS A .PDF AND APPLY YOUR ELECTRONIC CERTIFICATION / DIGITAL SIGNATURE PRIOR TO SUBMISSION TO FRA.**



	<b>Proposal Certifications</b>	Document	PUR-466
		Revision	2
		Date	3/14/2023

#### Revision Table

REVISION	DATE	CONTACT	DESCRIPTION OF CHANGE
0	08/26/2021	Elisabeth Dalle	Initial Release
1	10/14/2021	Elisabeth Dalle	Moved e-Verify certification to SARC Updated thresholds for certifications Added Revision Table
1.1	3/14/23	Sean Seamon	Updated Certification Provisions



FERMI RESEARCH ALLIANCE, LLC

## Subcontractor Annual Representations & Certifications (SARC)

(Supersedes FL-6)

Offeror Name:		Parent Company Name: (If Applicable)	
Street:		Street:	
City:	State/Province:	City:	State/Province:
Zip/Postal:	Country:	Zip/Postal:	Country:
Phone:	# of Employees:	Phone:	# of Employees:
Fax:	Parent Website:		
Website:		Billing Information: <i>(if different from offeror address):</i>	
NAICS U.S. Industry #:		Street:	
DUNS #:		City:	State/Province:
CAGE Code:		Zip/Postal:	Country:
<input type="checkbox"/> Offeror <u>IS NOT</u> Registered in SAM.gov		<input type="checkbox"/> Offeror <u>IS</u> Registered in SAM.gov Entity Registration Expiration Date:	
<b>NOTE TO EXISTING SUBCONTRACTORS THAT HAVE PREVIOUSLY COMPLETED A FERMI RESEARCH ALLIANCE (FRA) ANNUAL SUBCONTRACTOR CERTIFICATION:</b> ANY COMPANY NAME OR ADDRESS CHANGE NOTIFICATIONS MUST BE PROVIDED ON YOUR COMPANY LETTERHEAD. A CURRENT IRS FORM W-8 OR W-9 IS ALSO REQUIRED FOR COMPANY NAME CHANGES.			

The procurement of material, supplies, or services (including construction) for a U.S. Government contract requires compliance by Prime Contractors, Subcontractors, and Suppliers with various programs enacted into law, implemented by Executive Order and declared by Federal Regulations.

The following certifications are effective for a period of 12 months beginning on the date of signature of this document. If there is any change to your status or to the information provided within any section of this document during the period, you are required to inform FRA in writing promptly; no later than 15 days from the change in status.

Sections I, II, and IV are required by FRA to update Offeror records. Section III is required by FRA Export/Import Compliance. Section IV contains Certifications which require your acknowledgment prior to any solicitation or purchase order activity. **Please complete all sections: I - V. THERE ARE NO EXCEPTIONS FOR ANY SECTION.**

## Section I: Business Information

### A. The Offeror, by checking the applicable box, represents that:

1. Ownership of the Entity is: *(Check one box)*
  - ☐ U.S. Owned
  - ☐ U.S. Incorporated with Foreign Parent
  - ☐ Foreign-Owned, registered for business in *(provide country)* .
2. It operates as: *(Check all that apply)*
  - ☐ A corporation incorporated under the laws of *(provide state/country)* .
    - ☐ Privately Held Corporation **OR** ☐ Publicly Traded Corporation
  - ☐ Limited Liability Partnership
  - ☐ Joint Venture or Consortium
  - ☐ Sole Proprietorship
  - ☐ Partnership
  - ☐ Educational Institution [Educational institution means a public or nonprofit institution of higher education, such as 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. 1142(a))]
  - ☐ Non-Profit, Non-Educational Organization [Non-Profit organization means 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]

### B. Common Parent

Common parent means that a corporate entity which owns or controls an affiliated group of corporations, that files its Federal tax returns on a consolidated basis, one of which the Offeror is a member. *(Check one box)*

- ☐ Offeror is neither owned nor controlled by a common parent.
- ☐ Offeror is owned or controlled by a common parent.
  - Common parent name:*
  - Affiliated Company(s):*

### C. Check all applicable box(es) as described under FAR 19.001 Definitions and FAR 19.201 General Policy:

- ☐ Large Business
- ☐ Small Business
- ☐ Foreign Business

**Small Businesses:** If your business is a Small Business and also falls into one of the diversity categories below as defined by the Small Business Administration, please *check all additional applicable classifications* of your business. (More than one box may apply):

<input type="checkbox"/> Small Disadvantaged Business	<input type="checkbox"/> Woman-Owned Small Business
<input type="checkbox"/> Historically Black College/University or Minority Institution	<input type="checkbox"/> HUB Zone Small Business * <small>*Include copy of certification from the U.S. Small Business Adm.</small>
<input type="checkbox"/> Veteran-Owned Small Business	<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business
<input type="checkbox"/> Alaska Native Corporation (ANC) or Indian Tribe <input type="checkbox"/> ANC, not certified by SBA as Small Disadvantaged Business <input type="checkbox"/> ANC, not a Small business	<input type="checkbox"/> Not applicable (no additional sub-categories apply)

Small business category standards are available at: <http://www.sba.gov/category/navigation-structure/contracting/contracting-officials/small-business-size-standards>

#### D. Executive Compensation

FRA is required to report information on certain subcontract awards in accordance with FAR 52.204-10. Based on this requirement, there may be instances when the Offeror is required to register and report the names and the total compensation of each of the five most highly compensated executives for their preceding completed fiscal year within the Federal Funding Accountability and Transparency Act Subaward Reporting System ([fsrs.gov](http://fsrs.gov)).

- Did your business or organization (represented by a DUNS number) during your preceding completed fiscal year realize 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance?  
☐ Yes      ☐ No
- Did your business or organization (represented by a DUNS number) during your preceding completed fiscal year realize \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance?  
☐ Yes      ☐ No
- Does the public 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 I-23 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>)?  
☐ Yes      ☐ No

Please list below the name, title, and compensation for the Offeror's Top Five Executives. This requirement is a time-sensitive requirement. *If Offeror answered both 1 & 2 above as "YES" and 3 as "NO", then the submittal and recording of Executive Compensation by Offeror shall be completed prior to FRA Purchase Order or Subcontract award.*

EXECUTIVE NAME	EXECUTIVE TITLE	EXECUTIVE COMPENSATION
		\$
		\$
		\$
		\$
		\$

## Section II: Offeror Responsibility

### A. Accounting System *(Check one box)*

- ☐ Offeror's Accounting System has been reviewed via the Single Audit (formerly OMB Circular A-133) or by DCAA/DCMA and is approved/deemed adequate. *(Attach Offeror's Accounting System Approval letter issued by DCAA/DCMA and/or copy of the Annual Single Audit Report.)*
- ☐ Offeror's Accounting System has been reviewed via the Single Audit (formerly OMB Circular A-133) or by DCAA/DCMA and deemed non-compliant or disapproved. *(Comment on any non-compliance):*
- ☐ Offeror's Accounting System has not been reviewed via the Single Audit (formerly OMB Circular A-133) or by DCAA/DCMA. *(FRA may initiate a request for an accounting system review if a subcontract/purchase order with any interim billing provisions or non-FFP line items is being contemplated.)*

### B. Responsible Offeror *(Check as applicable)*

- ☐ Offeror deems itself responsible in accordance with FAR 9.104 which includes having adequate financial resources to perform the contract, or the ability to obtain them; being able to comply with the delivery or performance schedule; having a satisfactory performance record; having a satisfactory record of integrity and business ethics; having the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; having the necessary production, construction, and technical equipment and facilities or the ability to obtain them; and, be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- ☐ Offeror's policy or practices prohibits engaging in the trafficking of persons, the use of forced labor, or the procuring of commercial sex acts in the country or countries in which it conducts business and is in compliance with 22 U.S.C 7104, FAR 52.222-50, Combating Trafficking in Persons, and Executive Order 13627.

*Specify Offeror's current Quality Certifications and Standards (Include type and expiration date as applicable.)*

☐ ISO

☐ AS9100

☐ Others

### C. FAR 52.222-54 Employment Eligibility Verification

- ☐ E-Verify is not applicable based on paragraph (e) of FAR 52.222-54 Employment Eligibility Verification.
- ☐ It is currently enrolled in E-Verify and will include FAR 52.222-54 in applicable lower-tier subcontracts.
- ☐ It will enroll in E-Verify within 30 calendar days of subcontract award and will include FAR 52.222-54 in applicable lower-tier subcontracts.

### Section III: Export / Import Control Certifications

#### Compliance with U.S. Export/Import Control Laws and Regulations:

- ☐ Offeror agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774. This includes agreeing to not provide export-controlled items via any method, without the authority of an export license, exception, or other applicable authorization from the U.S. Government.
- ☐ Offeror agrees that it shall immediately notify FRA if Supplier/Offeror is, or becomes listed in any Denied Parties List or if Supplier/Offeror's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government agency.

### Section IV: Federal Acquisition Regulation (FAR) Certifications

#### A. Compliance with FAR 52.222-26 or 52.222-27, Equal Opportunity (Check as applicable)

Offeror **Has** ☐, **Has Not** ☐ been required to submit Standard Form 100 (EEO-1).

**AND**

Offeror represents that it **Has** ☐, **Has Not** ☐ filed Standard Form 100 (EEO-1).

**OR**

- ☐ Offeror certifies that it is exempt per FAR 22.807, Equal Employment Opportunity, Exemptions  
*Cite specific exemption:*

#### B. Certification of Affirmative Action as described under FAR 52.222-25 (Respond to only one statement)

Offeror represents that at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41CFR 60-1 and 60-2):

- ☐ **ARE developed and ARE on file**  
☐ **ARE not developed and ARE not on file**

**OR**

- ☐ Offeror **has not** previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**OR**

- ☐ Offeror certifies that it is exempt per FAR 22.807, Equal Employment Opportunity Exemptions  
*Cite specific exemption:*

#### C. Limitations on Pass-Through Charges:

- ☐ Offeror represents that it will not subcontract more than 70 percent of the total cost of the work to be performed under any cost reimbursement subcontract greater than the Simplified Acquisition Threshold issued by FRA;

**AND**

- ☐ Offeror acknowledges that cost reimbursement subcontracts greater than the Simplified Acquisition Threshold issued by FRA shall be subject to FAR 52.215-23, Limitations on Pass-Through Charges.

## Section V: Certification

As a duly authorized representative of the company denoted below, I certify the accuracy of all statements herein, acknowledge an awareness of the U.S. Government's contracting and subcontracting programs and confirm that our company will comply with all statements herein.

I understand that this certification shall apply to all requests for quotations, requests for proposals, purchase orders or subcontracts received from FRA and understand that I am responsible for notifying FRA of any changes in status affecting this certification.

I further acknowledge that where information must be exchanged between our company and FRA, regardless of the media or method used to exchange information, we shall preserve in confidence FRA's information and shall, unless otherwise authorized in writing by an authorized agent of FRA, prevent disclosure to third parties. We shall further restrict disclosure of FRA's information to our employees on a need to know basis and will advise the restrictions of disclosure and use. If we determine an unauthorized use or disclosure of FRA's information, we shall promptly notify FRA of the disclosure and shall endeavor to prevent further unauthorized use or disclosure.

\_\_\_\_\_  
*Printed Name & Title*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Signature\**

\_\_\_\_\_  
*Date*

**\*NOTE: IF YOU WOULD LIKE TO USE AN ELECTRONIC, CERTIFIED SIGNATURE, PLEASE COMPLETE THE FORM IN WORD, SAVE AS A .PDF AND APPLY YOUR ELECTRONIC CERTIFICATION / DIGITAL SIGNATURE PRIOR TO SUBMISSION TO FRA.**



**REVISION TABLE**

REVISION	DATE	CONTACT	DESCRIPTION
0	8/26/2021	ELISABETH DALLE	INITIAL RELEASE
1	10/14/2021	ELISABETH DALLE	MOVED E-VERIFY CERT FROM PUR-466 TO SARC



**Bid Bond Form (FL-41)**  
**RETURN COMPLETED FORM WITH YOUR  
PROPOSAL**

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<b>BID BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	<b>OMB Control Number: 9000-0045</b>
---	---	--------------------------------------

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i>
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE
	<input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER <i>(Specify)</i>
STATE OF INCORPORATION	

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	SOLICITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR <i>(Construction, Supplies or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America and Fermi Research Alliance, LLC in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by Fermi Research Alliance, LLC of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays Fermi Research Alliance, LLC for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to Fermi Research Alliance, LLC. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.  <div>(Seal)</div>	2.  <div>(Seal)</div>	3.  <div>(Seal)</div>	Corporate Seal
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.  <div>(Seal)</div>	2.  <div>(Seal)</div>
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

### INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. There shall be no deviation from this form.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. Fermi Research Alliance, LLC may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesiveseals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contractual actions, the terms "bid" and "bidder" shall include "proposal" and "offeror."



Construction Environmental, Safety & Health Plan  
(CESHP) Form

RETURN COMPLETED FORM WITH YOUR  
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# Construction Environmental, Safety & Health Certification (CESHC)

## INSTRUCTIONS

This Construction Environmental, Safety & Health Certification (CESHC) is required for each construction project at DOE's Fermi National Accelerator Laboratory site (Fermilab). See Technical Specification 013100 for further information.

This document is a template for the CESHC designed to assist construction subcontractors in describing project conditions and developing project-specific hazards and controls information. The CESHC template is available in electronic format to facilitate editing.

The prime subcontractor may *either* flow down this requirement to each of its subcontractors; or serve as a control and coordination point, requiring all subcontractors' activities to be conducted under the prime subcontractor's solitary CESHC.

Subcontractors must submit the completed CESHC to the FRA Procurement Office, which will distribute the document for review and concurrence by the FRA ES&H and Project Management teams prior to work commencing. The CESHC is intended to be a living document, which may be updated as necessary throughout a project as information changes or as the project progresses (e.g. – as additional Task/trade Hazard Analyses are developed, subcontractors added, etc.).

All of the sections in are required to be completed for each construction project, regardless of the size or complexity. Enter information in all of the fill-in blocks that are applicable. For those that are not applicable, enter "N/A" or other suitable explanation.

## **PROJECT GOVERNANCE / EMERGENCY INFORMATION**

### **Section 1 – Project Description and Emergency Contacts**

Fill in the names and telephone numbers of the contact personnel for this particular project. In accordance with Title 10 of the *Code of Federal Regulations*, Part 851 (10 *CFR* 851), the Subcontractor must have a designated on-site safety representative who is knowledgeable of the project's hazards and has the authority to correct unsafe conditions or behavior. This is either the Field Superintendent or a designated Subcontractor's Safety Representative as delineated in Technical Specification 010010. Attach the qualifications of your safety representative's resume' for this project. If you have subcontractors performing work on this project, list their contact information. Update as necessary throughout the project.

### **Section 2 – Subcontractor Policy Statement**

Enter your Company's health and safety policy statement. At minimum, your policy should include:

- Specify if Subcontractor's ES&H Program is required and if a dedicated Subcontractor Safety Representative is required.
- Specify if a Quality Control Plan (Reference Technical Specification 010010 if a dedicated Quality Control Representative is required.
- A statement if occupational exposure monitoring is required and if so, that it complies with 10 CFR 851.
- Specify what occupational (industrial hygiene sampling) monitoring may be required.

### **Section 3 – 10 CFR 851 Acknowledgement**

Because Fermilab is a Department of Energy site, your company must meet the Department of Energy requirements of Title 10, *Code of Federal Regulations*, Part 851, "Worker Safety and Health Program" ([Link to 10 CFR 851](#)). It is your responsibility to ensure you have read and understand the actual regulatory requirements. Specify medical surveillance and qualifications. This may include Occupational exposure monitoring.

**(Project Name)**  
**(Subcontractor's Name)**

## Construction Environmental, Health & Safety Certification

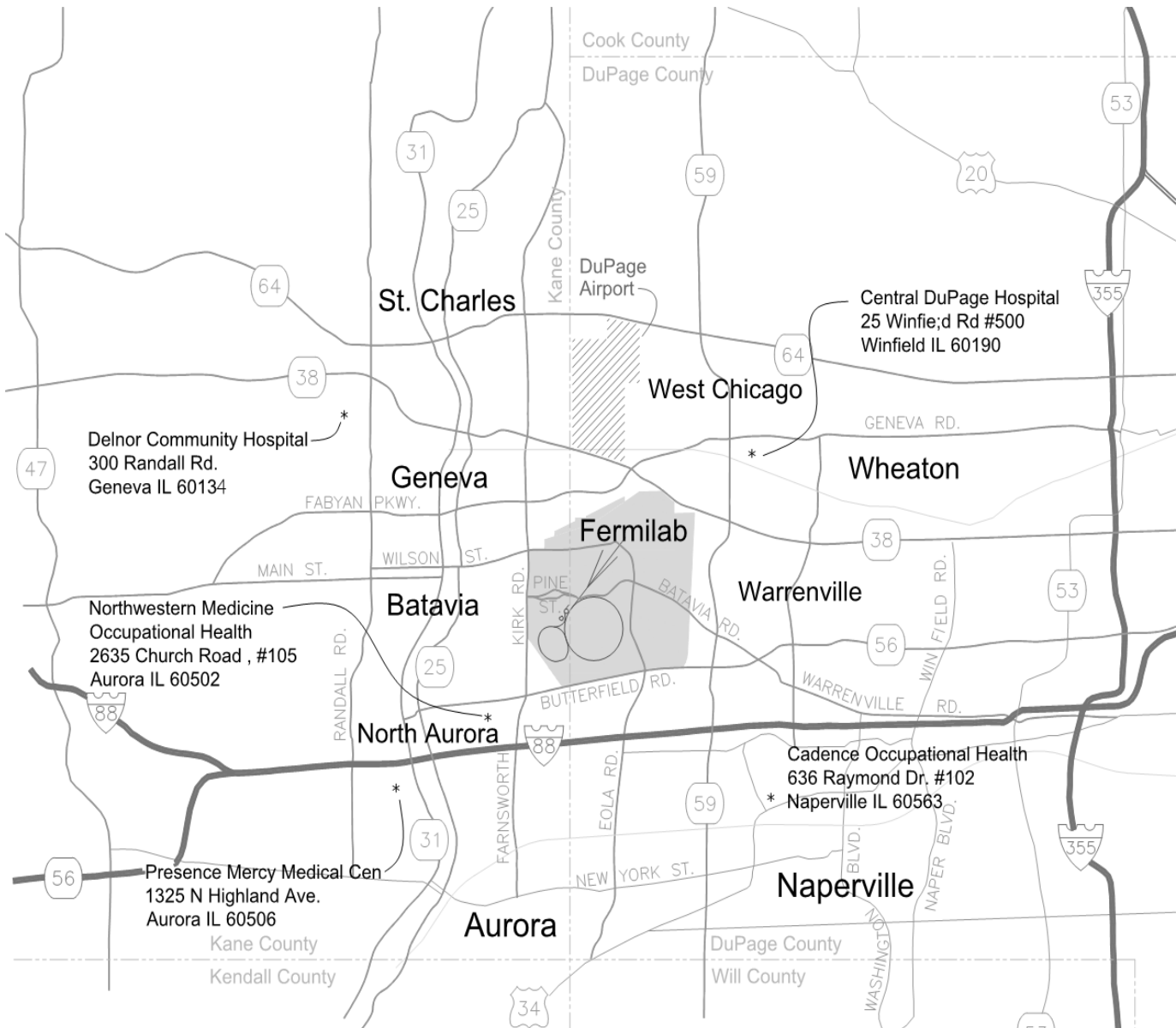
SECTION 1 - PROJECT DESCRIPTION & EMERGENCY CONTACTS			
<b>Subcontract / Project Number</b>	Enter subcontract and/or task order number		
<b>Project Start / End Dates</b>	Start:	Complete:	
<b>Project Location</b>	Enter the work location(s) at Fermilab		
<b>Scope of Work</b>	Enter breakdown and description of work activities		
FOR ALL EMERGENCIES CALL:			
Fermilab Emergency Contact number: <b>x3131</b> - or - <b>(630) 840-3131</b> from a cell phone.			
For all incidents, injuries, property damage, near-misses, work-induced illness or chemical over-exposures, the following personnel <b>MUST</b> be immediately contacted upon scene stabilization, but in all cases within one hour:			
PROJECT TEAM & PERSONNEL CONTACT INFORMATION			
Subcontractor Project Manager	Enter the name of subcontractor Project Manager	Enter number: xxx-xxx-xxxx	Enter: user@domain
Subcontractor Site Superintendent	Enter the name of subcontractor's Site Superintendent	Enter number: xxx-xxx-xxxx	Enter: user@domain
Subcontractor Health & Safety Representative **	Enter the name of subcontractor health & safety representative	Enter number: xxx-xxx-xxxx	Enter: user@domain
<b>Subcontractors - Company Name</b>	<b>Name of Designated Safety Representative **</b>	<b>Phone Number</b>	
Enter Subcontractor company name	Enter name of individual**	Enter number: xxx-xxx-xxxx	
Enter Subtier company name	Enter name of individual**	Enter number: xxx-xxx-xxxx	
Enter Subtier company name	Enter name of individual**	Enter number: xxx-xxx-xxxx	
<b>** If required, attach a description of qualifications, or resume, for each Safety Representative per Technical Specification 010010.</b>			

CESHC REVIEWS		
<b>Reviewed &amp; Approved by: (Subcontractor)</b>	<b>CESHC Reviewed &amp; Accepted by: (FRA)</b>	<b>CESHC Reviewed &amp; Accepted by: (FRA)</b>
Enter Subcontractor - Company Officer	Enter FRA CC/TM Name	Enter FRA ES&H Name
Signatures and dates		



A location map and address of the Subcontractor's occupational medical facility Hospital Route is attached to this CESH Certificate and posted at the work site.

*FRA has identified several medical facilities. Highlight on the map the appropriate subcontractor designated facility. If the subcontractor would like to use another or different facility, please include map and address location of facility.*



### SECTION 2a – Subcontractor's ES&H Program

2a Subcontractor's ES&H Program Required See Technical Specification 013100, Article 1.8 ☐ Yes ☐ No  
 2b Dedicated Subcontractor Safety Representative required, see Technical Specification 010010 ☐ Yes ☐ No  
*(If yes, Subcontractor Safety Representative resume' required, reference Article 1.5)*

### SECTION 2b – Subcontractor's Quality Control Plan (Program) if Section 014100 is required

2c Subcontractor's Quality Control Plan (Program) Required ☐ Yes ☐ No  
 2d Dedicated Subcontractor Quality Control Representative required ☐ Yes ☐ No

### Section 2c - Occupational Exposure Monitoring and Qualifications

Occupational Exposure Monitoring	Will you be using materials or engaging in an activity that potentially may produce occupational exposures at 10 to 50% of the occupational exposure limits? (e.g., silica, hexavalent chromium, lead, etc.)	Yes	No
	Reference Section 10 for additional information.	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, you will need to: 1. Comply with 10 CFR 851, Appendix A, Section 6. 2. Provide your industrial hygiene provider contact information.		
Certified Industrial Hygienist (CIH) or IH Technician under the supervision of a CIH.	.Enter the name and address of your company's IH provider for this project		

### Section 2d - Industrial Hygiene Sampling

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Asbestos
<input type="checkbox"/>	<input type="checkbox"/>	Asphalt fumes
<input type="checkbox"/>	<input type="checkbox"/>	Diesel Exhaust
<input type="checkbox"/>	<input type="checkbox"/>	Fiberglass Insulation
<input type="checkbox"/>	<input type="checkbox"/>	Hexavalent Chromium
<input type="checkbox"/>	<input type="checkbox"/>	Lead
<input type="checkbox"/>	<input type="checkbox"/>	Naphtha (Coal Tar)
<input type="checkbox"/>	<input type="checkbox"/>	Noise
<input type="checkbox"/>	<input type="checkbox"/>	Non-Ionizing Radiation
<input type="checkbox"/>	<input type="checkbox"/>	Silica
<input type="checkbox"/>	<input type="checkbox"/>	Solvents
<input type="checkbox"/>	<input type="checkbox"/>	Temperature Extremes (Heat or Cold)

<input type="checkbox"/>	<input type="checkbox"/>	Welding, Cutting & Brazing
<input type="checkbox"/>	<input type="checkbox"/>	Other: (List...)

SECTION 3 - ACKNOWLEDGMENT of 10 CFR 851			
As a subcontractor to FRA, while your workers are physically located at Fermilab you must meet the requirements of Title 10, <i>Code of Federal Regulations</i> , "Energy", Part 851, "Worker Safety and Health Program" (10 CFR 851). As such, you must be aware of, and comply with, the requirements of this regulation. ( <a href="#">Link to 10 CFR 851</a> )			
<b>Acknowledgment</b>	I, (the author of this CEHSC), certify that that I have read the requirements of 10 CFR 851 and attest that my firm and its sub-tier contractors will comply with the requirements of 10 CFR 851.	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>
MEDICAL SURVEILLANCE AND QUALIFICATION			
<b>Occupational Medicine</b>	Will you have any employees that will work on-site at Fermilab for 30, eight-hour days in a 12-month period, or are enrolled for any length of time in a medical or exposure monitoring program required by federal, state, or local regulations (including hearing conservation, respiratory protection, lead exposure)?	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>
If yes, you will need to: 1. Comply with the occupational medicine requirements of 10 CFR 851, Appendix A 2. Provide your occupational medicine provider contact information			
<b>Clinic / Physician</b>	Enter the name and address of your company's occupational medicine provider for this project	Enter telephone number: xxx-xxx-xxxx	Enter e-mail address: user@domain
Required Medical Surveillance		Task-specific medical testing	
<input type="checkbox"/> DOT/Commercial Vehicle <input type="checkbox"/> Hearing Conservation <input type="checkbox"/> Fit for Duty <input type="checkbox"/> Substance Abuse Testing		<input type="checkbox"/> Blood Lead <input type="checkbox"/> Respirator User <input type="checkbox"/> Other(s) List other(s)	
		List specific task(s) requiring medical surveillance	

Subcontractor Injury & Illness Data Questionnaire  
(7010-F1)

RETURN COMPLETED FORM WITH YOUR  
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## Fermilab Subcontractor Injury & Illness Data Questionnaire

Date \_\_\_\_\_

Company Name \_\_\_\_\_

NAICS (6 digits)<sup>1</sup> \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Owner \_\_\_\_\_

1. List interstate experience modification rate for the past three consecutive years.  
(Provide a copy of the NCCI Workers Compensation Experience Rating form for each of the years being considered)

Current Year \_\_\_\_\_ Previous Year \_\_\_\_\_ 2 Years Previous \_\_\_\_\_

2. Name of the Workers' Compensation Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Name of Contact for Ins. Info \_\_\_\_\_

3. Using the OSHA 300 log, fill in the number of injuries and illnesses for the past three years (*attach copies of the OSHA 300A Form log summary for the three years being considered*).

	Description	Current Year	Previous Year	2 Years Previous
A	Total Number of Recordable Cases (RC)			
B	Total Recordable Case Rate (TRCR)			
C	Total Number of Cases with Days Away, Restricted or Job Transferred (DART)			
D	Days Away, Restricted or Job Transferred Case Rate (DARTR)			
E	Employee Hours Worked (EHW)			
F	Number of Fatalities			



4. Calculate the total recordable case rate averaged over three years \_\_\_\_\_
5. Calculate days away, restricted or transferred case rate average over three years \_\_\_\_\_
6. List name and phone number of individual in company responsible for safety  
Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Years of Service \_\_\_\_\_  
Safety Training/Qualifications/Certifications \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the information provided on this document is true.

Information supplied by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

---

---

### **Instructions**

- 1) *It is strongly recommended that the person completing this form is the person responsible for Safety. He/she should be familiar with the information requested.*

### **Formulas**

$$TRCR = \frac{(RC) \times (200,000)}{EHW} \quad DARTR = \frac{(DART) \times (200,000)}{EHW}$$

### **Previous**

Item 4: **Recordable Case Rate Average** =

$$\frac{TTTTTTTT(TTCCCCCCCC C YYCCYYCC) + TTTTTTTT(PPCCCCPPPPPPCCP P YYCCYYCC) + TTTTTTTT(2 YYCCYYCCP P PPCCCCPPPPPPCCPP)}{3}$$

Item 5: **Lost Work Day Case Rate Average** =

$$\frac{DDDDTTTTTT(TTCCCCCCCC C YYCCYYCC) + DDDDTTTTTT(PPCCCCPPPPPPCCP P YYCCYYCC) + DDDDTTTTTT(2 YYCCYYCCP P PPCCCCPPPPPPCCPP)}{3}$$

**Note 1:** *NAICS- North American Industry Classification System, formerly known as SIC or Standard Industry Classification Code (Please enter all six digits)*

Organizational Conflicts of Interest Forms  
(FL-57A, FL-57B & FL-11)  
RETURN COMPLETED FORM WITH YOUR  
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**ORGANIZATIONAL CONFLICTS OF INTEREST**  
**DISCLOSURE-ADVISORY AND ASSISTANCE SERVICES**

- (a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to Fermilab or the Government, or the person's objectivity in performing the subcontract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. The FL-11, "Organizational Conflict of Interest (OCI) Certification," may be used to fulfill this requirement. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual subcontracts are negotiated with all firms in the competitive range, it means all such firms.
- (c) A statement must contain the following:
  - (1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to Fermilab or the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and subcontract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
  - (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant subcontract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the subcontract in question has been communicated as part of the statement required by (b) of this provision.
- (d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.



## **ORGANIZATIONAL CONFLICTS OF INTEREST**

- (a) *Purpose.* The purpose of this clause is to ensure that the Subcontractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this subcontract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this subcontract.
- (b) *Scope.* The restrictions described herein shall apply to performance or participation by the Subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Subcontractor") in the activities covered by this clause as a subcontractor, sub-subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) *Use of Subcontractor's Work Product.*

- (i) The Subcontractor shall be ineligible to participate in any capacity in Fermilab or Department of Energy subcontracts, sub-subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the Subcontractor's performance of work under this subcontract without the express approval of Fermilab or the Department of Energy. Furthermore, unless so directed in writing by Fermilab, the Subcontractor shall not perform any advisory and assistance services work under this subcontract on any of its products or services or the products or services of another firm if the Subcontractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Subcontractor from competing for follow-on subcontracts for advisory and assistance services.
- (ii) If, under this subcontract, the Subcontractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Subcontractor shall be ineligible to perform or participate in any capacity in any subcontractual effort which is based on such statement of work or specifications. The Subcontractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by Fermilab, in which case the restriction in this subparagraph shall not apply.
- (iii) Nothing in this paragraph shall preclude the Subcontractor from offering or selling its standard commercial items to Fermilab or the Government.

(2) *Access to and Use of Information.*

- (i) If the Subcontractor, in the performance of this subcontract, obtains access to information, such as Fermilab or Department of Energy plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Subcontractor agrees that without prior written approval of Fermilab or the Department of Energy it shall not:
  - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
  - (B) compete for work for Fermilab or the Department of Energy based on such information for a period of six (6) months after either the completion of this subcontract or until such information is released or otherwise made available to the public, whichever is first;



- (C) submit an unsolicited proposal to Fermilab or the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
    - (D) release such information unless such information has previously been released or otherwise made available to the public by Fermilab or the Department of Energy.
  - (ii) In addition, the Subcontractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this subcontract, it shall treat such information in accordance with any restrictions imposed on such information.
  - (iii) The Subcontractor may use technical data it first produces under this subcontract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent rights in data, and security provisions of this subcontract.
- (c) *Disclosure After Award.*
- (1) The Subcontractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this subcontract, occur during the performance of this subcontract, it shall make an immediate and full disclosure of such changes in writing to Fermilab. Such disclosure may include a description of any action which the Subcontractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. Fermilab may, however, terminate the subcontract for convenience if it deems such termination to be in the best interest of Fermilab or the Government.
  - (2) In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to Fermilab, Fermilab may terminate this contract for default.
- (d) *Remedies.* For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, Fermilab may terminate the subcontract for default, disqualify the Subcontractor from subsequent related subcontractual efforts, and pursue such other remedies as may be permitted by law or this subcontract.
- (e) *Waiver.* Requests for waiver under this clause shall be directed in writing to Fermilab and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of Fermilab and the Government, Fermilab may grant such a waiver in writing.
- (f) *Sub-subcontracts.*
- (1) The Subcontractor shall include a clause substantially similar to this clause, including this paragraph (f), in sub-subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 2.101. The terms "subcontract," "Subcontractor," and "Fermilab" shall be appropriately modified to preserve Fermilab's rights.
  - (2) Prior to the award under this subcontract of any such sub-subcontracts for advisory and assistance services, the Subcontractor shall obtain from the proposed sub-subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interests is identified, the Subcontractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Subcontractor. If the conflict cannot be avoided or neutralized, the Subcontractor must obtain the approval of Fermilab prior to entering into the sub-subcontract.

## ORGANIZATIONAL CONFLICT OF INTEREST (OCI) CERTIFICATION

RFQ or RFP # \_\_\_\_\_

### I. REPRESENTATION/DISCLOSURE STATEMENT OF THE OFFEROR

*[Explanation: The Offeror must complete either A or B of this section, but not both of the following Statements. If the Offeror perceives no OCI in connection with its organization's performance of the Statement of Work under this solicitation, the block for the OCI Representation Statement at subsection A should be checked. If the Offeror has identified possible OCI in connection with its organization's performance of the Statement of Work, the block for the OCI Disclosure Statement at subsection B should be checked, and the relevant information disclosed.]*

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#### A. OCI Representation Statement

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, no facts exist relevant to any past (within the past twelve months), present, or currently planned interest or activity (financial, contractual, personal, organizational or otherwise) which relate to the proposed work; and bear on whether I have (or the organization has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice; or (2) being given an unfair<sup>1</sup> competitive advantage.

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#### B. OCI Disclosure Statement

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, all relevant facts - - concerning past (within the past twelve months), present or currently planned interests or activities (financial, contractual, organizational or otherwise) which relate to the proposed work and bear on whether I have (or the organization has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair<sup>1</sup> competitive advantage - - are fully disclosed on the attached \_\_\_ page (s) and formatted to show:

- For ease of presentation, divide following data into four parts:      Organizational, contractual, financial, other;

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<sup>1</sup> An unfair competitive advantage does not include the normal flow of benefits from the performance of the subcontract.

- The company, agency, organization in which you have a past (within the past twelve months), present, or currently planned interest or activity (financial, contractual, organizational, or otherwise);
- A brief description of relationship;
- A period of relationship;
- The extent of relationship (e.g., value of financial interest of work; percent of total holdings, total work, etc.).

## II. SUB-SUBCONTRACTOR/CONSULTANT OCI

Any sub-subcontractor or consultant identified in the Offeror's proposal who would perform evaluation services or activities, technical consulting services, or management support services similar to those to be performed by the Offeror has completed and signed either an OCI Representation Statement or an OCI Disclosure Statement (subsection I.A. or I.B. above), as appropriate, pertaining to its participation in the performance of the Statement of Work. Each such signed Statement is attached.

SIGNATURE:\_\_\_\_\_ DATE:\_\_\_\_\_

PRINTED NAME:\_\_\_\_\_ TITLE:\_\_\_\_\_

ORGANIZATION:\_\_\_\_\_

Representations Regarding Proprietary Data (FL-105)  
RETURN COMPLETED FORM WITH YOUR  
PROPOSAL

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**FL-105**  
**REPRESENTATIONS REGARDING PROPRIETARY DATA**  
(previously FL-35)

A. RIGHTS IN PROPOSAL DATA

NOTE: This representation must be completed for any proposed subcontract in which the decision to make the award includes consideration of a technical proposal.

It is Fermilab policy for a subcontract award based on a proposal that) in consideration of the award, the Government shall obtain unlimited rights in the technical data contained in the proposal unless the Offeror 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 subcontract. Accordingly, please indicate:

- [ J     No restriction on Government rights in the proposal technical data; or
- [ 1     The following identified technical data is proprietary or is not directly related to or will not be utilized in the work to be funded under the subcontract:

DATA

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B. IDENTIFICATION OF TECHNICAL DATA WHICH IS PROPRIETARY

NOTE: This representation is to be used in every solicitation which may result in the submission of proposals containing technical data or which will require the successful subcontractor to deliver technical data.

The Rights in Technical Data Article proposed to be used for this subcontract may not permit the utilization of proprietary data in the subcontract work or, if the use of proprietary data is permitted, may not be adequate to meet programmatic requirements. Use of data which is proprietary may prevent you from meeting the data requirements of the subcontract (including delivery of data). Your attention is particularly drawn to the use of Licensed Computer Software.

Please indicate that you have reviewed the requirements in the technical scope of work and to the best of your knowledge:

No proprietary data will be utilized in the subcontract work.

- [ 1     Proprietary data as follows will be utilized in the subcontract work.

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No Licensed Computer Software will be utilized in the subcontract work.

- [ ]     Licensed Computer Software as follows will be utilized in the subcontract work:

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Rights to Proposal Data (technical) (FL-107)  
RETURN COMPLETED FORM WITH YOUR  
PROPOSAL



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**FL-107**  
**RIGHTS TO PROPOSAL DATA (TECHNICAL)**

Except for the technical data contained in pages \_\_\_\_\_

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of the subcontractor's proposal, which are asserted by the subcontractor as being proprietary data, it is agreed that, as a condition of the award of this subcontract and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this subcontract is based.



End of RFP Documents Package No. 1 of 4