

PRE-AWARD INFORMATION

Please have this document executed by an official authorized to sign on behalf of your organization and return it as soon as possible. This document is intended to be a supplement to your Online Representations and Certifications Application System for Award Management (SAM). SAM is an e-Government initiative that was designed by the Integrated Acquisition Environment (IAE) to replace the paper based Representations and Certifications (Reps and Certs) process. The SAM on-line system can be found by going to <http://www.sam.gov> and clicking on "Online Reps and Certs Application" on the left side of the screen.

CONTRACT/PURCHASE
ORDER/MODIFICATION/SOLICITATION NO.

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

UEI:

The Unique Entity ID (UEI#) is a unique 12 character alphanumeric ID assigned to an entity by SAM.gov. If you need assistance locating your UEI number, please visit <http://www.sam.gov> or call the Federal Service Desk at 1-866-606-8220.

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

Company Address _____
(Include Zip +4 Code)

Primary Performance Location _____
(Include Zip +4 Code)

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

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

Offeror must supply UEI# to receive any contract award to receive any award.

System for Award management (SAM) Registration # _____.
(SAM number is required for all awards)

2. BUSINESS ORGANIZATION

It operates as

- ☐ an individual,
☐ a partnership,
☐ a non-profit, non-educational organization*,
☐ an educational institution**,
☐ a corporation, incorporated under the laws of the State of _____.

The offeror represents as part of its offer that it ☐ is, ☐ is not a small U.S. domestic business concern whose primary service or product being offered was developed through a Small Business Innovation Research (SBIR) Program.

**Nonprofit 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 (26 U.S.C. 501 (a).*

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

3. RADIATION MATERIALS/DEVICES

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

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

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

Principal Investigator _____ Phone No. _____

Health Physicist/
Radiation Safety Officer _____ Phone No. _____

4. PERFORMANCE OF WORK LOCATION

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

5. PROTECTION OF DATA

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

NOTICE

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

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

6. LABORATORY TERMS AND CONDITIONS

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

7. REPORTING EXECUTIVE COMPENSATION

To receive any contract award valued at \$30,000 or more, offeror must provide the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year, if --

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

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

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

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

- (1) *Salary and bonus.*
 - (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
 - (6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- (d) (1) (i) in the Contractor’s preceding fiscal year, the Contractor received—
- (A) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

[CHECK ONE]

Contractor did not receive

- ☐ (a) 80% or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; or
- (b) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans grants (and subgrants) and cooperative agreements; or

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

☐ Information required is included herein.

1. Name	_____	Total Compensation	_____
2. Name	_____	Total Compensation	_____
3. Name	_____	Total Compensation	_____
4. Name	_____	Total Compensation	_____
5. Name	_____	Total Compensation	_____

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

☐ **CHECK IF APPLICABLE**

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

8. CONTINGENT FEE REPRESENTATION AND AGREEMENT

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

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

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

9. WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION

The offeror represents as a part of this offer that the offeror is ☐ or is not ☐ a regular dealer in, or is ☐ or is not ☐ a manufacturer of, the supplies offered.

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

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$2,000,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be

subject to the requirements of 48 CFR Parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirements for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

- (c) Check the appropriate box below:

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

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the Laboratory and (ii) one copy to the cognizant contract auditor,

Disclosure must be on Form CASB DS-1.

Date of Disclosure
Statement: _____

Name and address of Laboratory Official where filed:

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

☐ (2) Certificate of Previously Submitted Disclosure Statement.

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

Date of Disclosure Statement: _____

Name and address of Laboratory Official where filed:

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

☐ (3) Certificate of Monetary Exemption.

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

☐ (4) Certificate of Interim Exemption.

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

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

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below.

Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts, or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50

million or more. The offeror further certified that if such status changes before an award resulting from this proposal, the offeror will advise the Laboratory immediately.

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

☐ YES

☐ NO

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

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

12. SUSPECT/COUNTERFEIT PARTS CERTIFICATION

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

13. REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE

- (a) This solicitation sets forth the Government's and Laboratory's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government and Laboratory the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause 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 Laboratory the right to inspect such data at the Contractor's facility

- (b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]-

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

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

DATA

☐ Not Applicable

- (c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

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

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

PATENT TERMS AND NOTICE OF RIGHT TO REQUEST PATENT WAIVER

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

Offeror is:

☐ (a) A small business firm as defined at Section 3 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration.

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

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

Please identify the statute:

- ☐ (d) None of the above.

2. Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation, in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions, *i.e.*, individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic nonprofit organizations normally will receive the patent rights clause at DEAR 952.227-11 which permits the contractor to retain title to such inventions, except under contracts for management or operation of a Government-owned research and development facility or under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small businesses and nonprofit organizations normally need not request a waiver. See the patent rights clause in the draft contract in this solicitation. See DOE's patent waiver regulations at 10 CFR part 784. If offeror intends to request a waiver to such invention rights pursuant to DOE Patent Waiver Regulation 10 CFR 784, please indicate:

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

- ☐ I do not intend to request an advance waiver.

15.A. BUY AMERICAN ACT – SUPPLIES (Does not apply to construction contracts)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled, Buy American Act - Supplies), and that for other than commercially available off-the-shelf (COTS) items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States (as defined in the clause entitled, Buy American Act - Supplies). **NOTE:** Applicable Foreign End Products will be evaluated in accordance with FAR 25.105.

Foreign End Products

Country of Origin

(List as necessary)

15.B. NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS

- (a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).
- (b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
 - (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).
 - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
 - (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
 - (2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—
- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

16. BY SUBSCRIBING HERETO, THE OFFEROR/BIDDER AGREES THAT THE FOREGOING REPRESENTATIONS AND CERTIFICATIONS ARE TRUE AND CORRECT.

Name of Official: _____

Signature: _____

Title: _____ Date: _____