

## REPRESENTATIONS, CERTIFICATION & ACKNOWLEDGMENTS

Name and Address of Offeror:	RFQ/RFP/IFB No.
	Date of Offer

“Offeror” include “Bid” or “Bidder”

The offeror represents and certifies as part of this offer that (Check or Complete all applicable boxes or blocks):

### 1. TYPE OF BUSINESS ORGANIZATION

It operates as an ☐ individual ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, ☐ or a corporation, ☐ incorporated under the laws of the State of \_\_\_\_\_, or country, \_\_\_\_\_, if a foreign entity.

### 2. PLACE OF SUBCONTRACT PERFORMANCE

Principal place of subcontract performance (if different from the Offeror’s address) will be at:

Street Address \_\_\_\_\_  
 City \_\_\_\_\_, County \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_  
 Congressional District \_\_\_\_\_, Name & Address of Owner \_\_\_\_\_ & Operator of the  
 Plant \_\_\_\_\_ or facility of other \_\_\_\_\_ than Offeror.

### 3. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

- (a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance, reports, signed by proposed sub-subcontractors, will be obtained before sub-subcontract awards.

### 4. AFFIRMATIVE ACTION COMPLIANCE

(Non-construction work)

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

### 5. SMALL BUSINESS PROGRAM REPRESENTATIONS

(a) *Representations.*

- (i) The Offeror represents as part of its offer that it ☐ is, ☐ is not a **small business concern**.
- (ii) *[Complete only if the Offeror represented itself as a small business concern in paragraph (a)(i) of this provision.]*

The Offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124. 1002.

- (iii) *[Complete only if the Offeror represented itself as a small business concern in paragraph (a)(i) of this provision.]*

The Offeror represents as part of its offer that it ☐ is, ☐ is not a woman owned small business concern.

- (iv) *[Complete only if the Offeror represented itself as a small business concern in paragraph (a)(i) of this provision.]* The

Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

- (v) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (a)(i) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not, a service-disabled veteran-owned small business concern.

(iv) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (a)(i) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not, HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR 126.

(b) *Definitions.* As used in this provision –

- (i) “Service-disabled veteran-owned small business concern means a small business concern;
- (A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more serviced-disabled veterans; and

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

(ii) Service disabled veteran means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C 101(6).

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

(iv) "Veteran-owned small business concern" means a small business concern –

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

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

(v) "Women-owned small business concern" means a small business concern –

(A) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(B) Whose management and daily business operation are controlled by one or more women.

## 6. BUY AMERICAN ACT CERTIFICATE

(Applicable only if the subcontract includes the FL-2 for supplies, the FL-4 for services, or the FL-90 For R&D)

(a) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause entitled "Buy American Act-Supplies" of the FL-2, the FL-4 or the FL-90 and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line item No.	Country or Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) Fermi Research Alliance LLC (FRA) will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

## 7. NOTICE OF BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAY 2014)

7.1 Definitions. As used in this clause--

(a) Commercially available off-the-shelf (COTS) item—

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (i) of the definition at FAR 2.101);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(i) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

(c) Cost of components means--

(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (i) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

- (d) Domestic construction material means--
- (i) An unmanufactured construction material mined or produced in the United States;
  - (ii) A construction material manufactured in the United States, if--
    - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
    - (B) The construction material is a COTS item.
- (e) Foreign construction material means a construction material other than a domestic construction material. United States means the 50 States, the District of Columbia, and outlying areas.
- 7.2 Domestic preference.**
- (a) 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 component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs 7.2(b) and 7.2(c) of this clause.
- (b) 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:
- (c) The Contracting Officer may add other foreign construction material to the list in paragraph 7.2(b) 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 6 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.
- 7.3 Request for determination of inapplicability of the Buy American statute.**
- (a) (i) Any Contractor request to use foreign construction material in accordance with paragraph 7.2(c) 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 supplier; and
  - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph 7.2(c) 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 7.4 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.
- (b) 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 7.2(c)(i) of this clause.
- (c) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American statute.<sup>1</sup>
- 7.4 Data.** To permit evaluation of requests under paragraph 7.3 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:

**Foreign and Domestic Construction Materials Price Comparison**

Construction material description	Unit of measure	Quantity	Price (dollars) <sup>1</sup>
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.

## 8. COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirement of 38 U.S.C. 5212(d) (i.e., if it has any contract or subcontract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veteran, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

## 9. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) The prices in this offer have been arrived at independently, without, for the purpose of restricting completion, an 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;

(b) 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

(c) 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.

(d) Each signature on the offer is considered to be a certification by the signatory that the signatory –

(i) 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 (a) through (c) above; or

(ii) (A) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to sub paragraphs (a) through (c) above \_\_\_\_\_ (insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this proposal, and the title of his or her position in the Offeror's organization);

(B) As an authorized agent, does certify that the principals named in subdivision (d)(ii)(A) above have not participated, and will not participate, in any action contrary to subparagraphs (a) through (c) above; and

(C) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) through (c) above.

(e) If the Offeror deletes or modifies subparagraph (b) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## 10. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

(i) Obtained identical certifications from proposed Subcontractor before the award of subcontracts under which the sub-subcontractor will be subject to the Equal Opportunity clause:

(ii) Retain the certifications in the files; and

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

NOTICE TO PROSPECTIVE SUB-SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certification of Non-Segregated Facilities must be submitted before the award of a sub-subcontract under which the

sub-subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each sub-subcontract or for all sub-subcontracts during a period (i.e. quarterly, semiannually, or annually).

#### 11. TAXPAYERS IDENTIFICATION

(a) *Definitions.* (i) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

(ii) "Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

(iii) "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

(b) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because –

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

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

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

☐ Other. State basis \_\_\_\_\_

(c) *Corporate status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(d) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name, address, and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

#### 12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

(a) (i) The Offeror certifies, to the best of its knowledge and belief, that –

(A) The Offeror and/or any of its Principals –

(1) ☐ Are, ☐ are not presently debarred, proposed for debarment, or declared ineligible for the award of contracts by any federal agency.

(2) ☐ Have, ☐ have not, within a 3-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, or receiving stolen property; and

(3) ☐ 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 subparagraph (a)(i)(A)(2) of this certification.

(B) The Offeror ☐ has, ☐ has not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(ii) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management of supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment, and similar position).

(b) The Offeror shall provide immediate written notice to FRA if, at any time prior to subcontract 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 FRA 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 certification. 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 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 FRA and the Government, FRA may terminate the subcontract resulting from this solicitation for default.

### 13. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(Applicable only if subcontract exceeds \$100,000)

(a) The definitions and prohibitions contained in the clause, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, (FL-1 or the FL-90, as appropriate), are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 –

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding this subcontract;

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

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

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

### 14. ACKNOWLEDGEMENT OF AMENDMENTS

Offeror acknowledges receipt of amendments to the Solicitation for Offers and related documents numbered and dated as follows:

Amendment No.	Date	Amendment No.	Date

#### AUTHENTICATION BY OFFEROR

Name of Offeror: \_\_\_\_\_

By: \_\_\_\_\_  
(Name of Person Authorized to Sign)

Name and title of Signor: \_\_\_\_\_

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

NOTE: Offerors must provide accurate and complete information as required by this Solicitation and its attachments. The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

### 15. COMPLIANCE WITH PRIVACY REQUIREMENTS

By submission of its offer, Offeror certifies that it shall assist FRA in complying with section 208, of the E-Government Act of 2002, and Office of Management and Budget (OMB) directives related to the privacy requirements of the Privacy Act of 1974, as amended at Title 5 United States Code (U.S.C.) 552a. Offeror further certifies that it shall ensure all of employees are aware of their responsibility for Safeguarding Personally Identifiable Information and complying with the Privacy Act as specifically required under its subcontract.