REPRESENTATIONS AND CERTIFICATIONS

For the Pacific Northwest National Laboratory
Operated by Battelle Memorial Institute

Battelle Memorial Institute has executed and is engaged in the performance of Prime Contract DE-AC05-76RL01830 with the United States Department of Energy (DOE), for the management, operation, and maintenance of the Pacific Northwest National Laboratory (PNNL) in Richland, Washington. The following representations and certifications must be completed, and this form must be signed and returned with the Offeror's proposal.

Name and DUNS Number

Individual/Company Name _____

"Doing Business As" (DBA) _____

DUNS Number

Taxpayer Identification *(cl. 405 - Oct 1998)*

A. Definitions

"*Common Parent*," as used in this solicitation provision, means that corporation entity owns or controls an affiliated group of corporation that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"*Taxpayer Identification Number (TIN),"* as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employee Identification Number.

B. All offerors must submit the information required in Paragraphs D through F of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

D. *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 trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States.

Offeror is an agency or instrumentality of a foreign government

Offeror is an agency or instrumentality of a Federal Government

Other. State basis. _____

E. *Type of Organization*

Sole proprietorship

Partnership

Corporate entity (not tax-exempt)

Corporate entity (tax-exempt)

Government entity (Federal, State, or local)

Foreign government

International organization per 26 CFR 1.6049-4

Other _____

F. *Common Parent*

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

Name and TIN of common parent: Name _____ TIN _____

Offeror, its parent company, or subsidiaries, is/has been owned or controlled by a foreign entity. If so, provide the following information:

Name of Parent Company _____

Main Office Address _____

_____

G. *Other*

Foreign organization is headquarter in _____ (country)

Company ○ is, ○ is not publicly traded

Small Business Program Representations *(cl. 407 - Oct 2011)*

(Applicable if any performance will be inside the United States or its outlying areas.)

A. 1. The North American Industry Classification System (NAICS) code for this acquisition is 541690.

2. The small business size standard is $15M.

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

B. *Representations*.

1. The offeror represents as part of its offer that it ○ is, ○ is not a small business concern.

(Complete 2-8 below, as applicable, only if the offeror represented itself as a small business concern in paragraph B.1. of this provision.)

2. The offeror represents, for general statistical purposes, that it ○ is, ○ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002. *(If so, also complete the Small Disadvantaged Business Status representation, below.)*

3. The offeror represents as part of its offer that it ○ is, ○ is not a women-owned small business concern.

4. [*Complete only if the offeror represented itself as a women-owned small business concern in Paragraph B.3. of this provision.*] Women-owned small business (WOSB) concern eligible under the WOSB Program.

The offeror represents as part of its offer that—

a. It ○ is, ○ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

b. It ○ is, ○ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in Paragraph B.4.a. of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:* _____.] *Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.*

5. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in Paragraph B.4. of this provision.*] Economically disadvantaged women-owned small business (EDWOSB) concern. The offeror represents as part of its offer that—

a. It ○ is, ○ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

b. It ○ is, ○ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in Paragraph B.5.a. of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture:* .] *Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.*

6. The offeror represents as part of its offer that it ○ is, ○ is not a veteran-owned small business concern.

7. The offeror represents as part of its offer that it ○ is, ○ is not a service-disabled veteran-owned small business concern.

8. The offeror represents, as part of its offer, that—

a. It ○ is, ○ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or

HUBZone employee percentage have occurred since it was in accordance with 13 CFR part 126; and

b. It ○ is, ○ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph B.6.a. of this provision is accurate for the HUBZone small business concern that are participating in the HUBZone joint venture.

[*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture*: _____]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

C. *Definitions*. As used in this provision …

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

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

1. 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 service-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 service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
2. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

"Women-owned small business concern" means a small business concern—

1. 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
2. Whose management and daily business operations are controlled by one or more women.

D. *Notice*.

1. If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
2. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall— (i) Be punished by imposition of fine, imprisonment, or both; (ii) Be subject to administrative remedies, including suspension and debarment; and (iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alaska Native Corporation or Indian Tribe Representation *(cl. 407A – Feb 2011)*

In accordance with FAR 52.219-9(d)(1)(i), subcontracts awarded to an Alaska Native Corporation (ANC) or Indian tribe may be counted towards subcontracting goals for small business and small disadvantaged business concerns regardless of the size or Small Business Administration certification of the ANC or Indian tribe. As defined by FAR 52.219-9(b), the offeror represents that it –

○ is ○ is not an Alaska Native Corporation

○ is ○ is not an Indian tribe

Organizational Conflicts of Interest Disclosure—Advisory and Assistance Services *(cl. 411 - June 1997)*

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 the Government, or the person's objectivity in performing the contract 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. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

C. The 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 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 contract 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 a 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 contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by Paragraph 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.

Employment Eligibility Verification *(cl. 421 – Oct 2011)*

(Applicable to proposals exceeding $3,000)

Offeror represents that—

E-Verify is not applicable based on paragraph (e) of FAR 52.222-54 Employment Eligibility Verification.

○ it is ○ it is not currently enrolled in E-Verify.

if not currently enrolled, it will enroll in E-Verify within 30 calendar days of subcontract award.

it will include FAR 52.222-54 in applicable lower-tier subcontracts.

Affirmative Action Compliance *(cl. 409 - Apr 1984)*

The offeror represents that 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

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

Compliance with Veterans' Employment Reporting Requirements *(cl. 420 - Sep 2010)*

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

Previous Contracts and Compliance Reports *(cl. 408 - Feb 1999)*

Offeror represents that it—

○ has ○ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

○ Has ○ has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

Representation of Limited Rights Data and Restricted Computer Software *(cl. 415 - Dec 2007)*

A. This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at FAR 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at FAR 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 FAR 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 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 the data delivery requirements qualifies as limited rights data or restricted computer software; or

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

_____

_____

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.

Royalty Payment Certification *(cl. 414 - Jan 1986)*

In order that the U.S. Department of Energy may be informed regarding royalty payments to be made by a contractor in connection with any acquisition, construction, or operation where the amount of the royalty payment is reflected in the contract price, or is to be reimbursed by Battelle, check one of the following:

The Contract price includes no amount representing the payment of royalty by the Offeror directly to others in connection with the performance of the contract.

The Contract price includes an amount for royalty payment expected to be made in connection with the proposed award set forth below:

1. the amount of each payment,
2. the names of the licensor, and
3. either the patent numbers involved or such other information as will permit identification of the patents and patent applications and the basis on which royalties will be paid.

Buy American Act Certificate *(cl. 410 - Feb 2009)*

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

B. Foreign End Products:

Line Item No.	Country of Origin

C. Offers will be evaluated in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Export Control *(cl. 422 – July 2012)*

(Required for all proposals of Equipment, Tools, Software or Technology)

The Offeror represents that the property has an Export Control requirement that is described in either of the following regulations:

A. An International Traffic in Arms Regulations (ITAR) United States Munitions List (USML) Category

Manufacturer Name _____
Model Number _____
Description _____
USML Category # _____

B. An Export Administrations Regulations (EAR) Export Control Classification Number (ECCN);

Manufacturer Name _____
Model Number _____
Description _____
ECCN # _____ (e.g. 1A001…NOT the Harmonizing Code)

Note: Prior to the delivery of equipment, tools, software or technology, the successful contractor must provide the ECCN for each item to the PNNL Property Office at pnnl.property@pnnl.gov.

Technical Data Certification *(cl. 413 - Jan 1986)*

The offeror certifies that it has not delivered or is not obligated to deliver to Battelle or to the Government under any contract or subcontract the same or substantially the same technical data included in its offer, except as set forth below:

○ None

○ Contract No. (and Subcontract No., if applicable), Agency name and place of delivery

Certification Regarding Responsibility Matters *(cl. 419 - April 2010)*

A. The Offeror certifies, to the best of its knowledge and belief, that—

1. The Offeror and/or any of its Principals—

○ are ○ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

○ 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;

○ 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.a.ii. of this provision;

○ have ○ have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

a. 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.

b. *Examples*.

- 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.

- 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.
- 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.
- 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).

c. 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 subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Offeror shall provide immediate written notice to the Battelle Contracts Representative 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 Battelle Contracts Representative may render the Offeror nonresponsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Paragraph A of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in Paragraph A of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to Battelle, the Battelle Contracts Representative may terminate the contract resulting from this solicitation for default.

Patent Rights Representation *(cl. 417 - Jan 1986)*

Offeror represents that it—

○ is ○ is not A small business as defined at section 2 of Pub. L. 85-536 (15 USC 632) and the implementing regulations of the Administrator of the Small Business Administration, 13 CFR Part 121.

○ is ○ is not An organization of the type described in section 501(c)(3) of the Internal Revenue Code (26 USC 501(c)(3)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 USC 501(a)).

○ is ○ is not A nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

○ is ○ is not A U.S. domestic university or other U.S. institution of higher education.

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions *(cl. 404 – Oct 2010)*

(Applicable to proposals exceeding $150,000)

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.

Code of Business Ethics and Conduct *(cl. 406 - Oct 2011)*

By submission of this offer, the offeror certifies that it conducts its business fairly, impartially, and in an ethical and proper manner. The offeror also certifies that it maintains a Code of Business Ethics and Conduct and adheres to its terms. The offeror agrees, in consideration of the opportunity to propose on this requirement, that the offeror shall immediately report all unethical or improper conduct by the offeror or Buyer's agents in connection with this solicitation or the resulting contract to the U.S. Department of Energy, Office of Inspector General, and the Battelle Contracts Representative.

Cost Accounting Standards Notices and Certification *(cl. 416 - Oct 2011)*

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.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

A. Any contract in excess of $700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

B. Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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:

   a. Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

   b. One copy to the cognizant Federal auditor.

   (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

   Date of Disclosure Statement: _____

   Name and Address of Cognizant ACO or Federal 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 Disclosure Statement.

2. *Certificate of Previously Submitted Disclosure Statement*. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

   Date of Disclosure Statement: _____

   Name and Address of Cognizant ACO or Federal 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 $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

☐ 5. *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

- ☐ A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.
- ☐ The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

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 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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 Paragraph A.3. of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No

Combating Trafficking in Persons *(cl. 423 –Mar 2015)*

(Applicable to proposals exceeding $500,000 for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States)

1. The Offeror certifies, to the best of their knowledge and belief, that it-

☐ has ☐ has not implemented a compliance plan to prevent any prohibited activities identified in FAR 52.222-50, paragraph (b), and to monitor, detect and terminate any agent, subcontract, or subcontractor employee engaging in prohibited activities.

2. The Offeror certifies, to the best of their knowledge and belief, that -

- ☐ neither the offeror nor any of its agents, subcontractors, or their agents is engaged in such activities; OR
- ☐ if abuses relating to any of the prohibited activities identified in FAR 52.222-50, paragraph (b) have been found, the offeror has taken the appropriate remedial and referral actions.

SIGNATURE

Note: A person authorized to make legally binding commitments on behalf of the offeror must sign below. Signature constitutes a representation that reasonable and prudent inquiry has been made to ascertain the true and accurate basis of all statements. Statements which a person knows or has reason to know are false, fictitious, or fraudulent may result in criminal or civil penalties, as prescribed in 18 USC 1001 and 31 USC 3802(a)(2). These Representations and Certifications shall remain in effect for a period of one (1) year from the date signed and shall satisfy any subsequent proposal requirements during that one-year period. The Offeror shall notify Battelle of any changes that occur in any of the representation or certifications during that period.

Authorized Signature _____

Signer's Name (Printed) _____

Title _____

Date _____