Argonne NATIONAL LABORATORY

Pre-Award Information
Representations and Certifications
(ANL-70A Short Version)

Please have this document executed by an official authorized to sign on behalf of your organization. This document is intended to be a supplement to your U.S. Federal Government Online Representations and Certifications Application in the System for Award Management (SAM at http://www.sam.gov). The clauses from the Federal Acquisition Regulation (FAR) below are the dated versions that appear in the Laboratory's prime contract with the U.S. Department of Energy, available at https://www.anl.gov/prime-contract on the date this document is executed.

By executing this document, you further certify that as of the date executed, your company's SAM Online Representations and Certifications are true and correct, and acknowledge they are incorporated into this document by reference, as well as that your company's SAM registration is compliant with FAR 52.204-12. In addition, you acknowledge and agree that you are under a continuing duty to update the Laboratory in the event of changes to the representations and certifications made in this document or in SAM.

PART 1 - APPLICABLE FOR ALL OFFERS/SOLICITATIONS

1.0 General Information

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

1.1 Business Organization – Entity Type

Please select Company/Entity Type from the options below:

Business Organization - Entity Type	Business Organization - Entity Type

1.2 North American Industry Classification System (NAICS) Code

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

NAICS Code	Size Standard

1.3 Required Tax Documentation

Completion of this Representation and Certifications document serves as confirmation that the appropriate required tax documents () have been or will be submitted to **taxform@anl.gov** (a secured site).

1) To find the correct IRS tax form, visit the IRS Forms & Publications page: **https://www.irs.gov/forms-pubs**
2) Should a Social Security Number (SSN) be provided instead of the Federal Employee Identification Number (FEIN), the SSN must be encrypted prior to submission to protect sensitive Personally Identifiable Information (PII).
3) Please **do not** return the tax form document to the Laboratory Procurement Official.

1.4 FAR 52.240-90 –Security Prohibitions and Exclusions Representations and Certifications (excluding C(2)).

The Offeror represents and certifies that it is and continues to be in compliance with FAR 52.240-2 for the subject of this solicitation

1.5 Laboratory Terms and Conditions

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

1.6 Suspect/Counterfeit Part Certification

Offeror certifies that suspect/counterfeit parts, as further described in the proposed resultant agreement, shall not be used in the performance of any work resulting from its offer, whether on or off the Laboratory site, nor shall suspect/counterfeit parts be included in any supplies furnished as a result of this offer.

a. 1.7 Personal Conflict of Interest Certification

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

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

Definitions:

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

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

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

Significant Financial Interest: Owning or controlling more than ten percent

of the organization. Certification: (Check appropriate response.)

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

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

1.8 Limited Rights Data –

The Offeror shall mark any technical data deemed proprietary or confidential on each specific page of the Offeror's proposal, otherwise the Laboratory will have unlimited rights as defined in this clause. The Laboratory assumes no liability of disclosure or use of unmarked data and may use or disclose such data for any purpose.

1.9 FAR 52.227-14 - Representation of Limited Rights Data and Restricted Computer Software

a) This solicitation sets forth the Government's and Laboratory's known delivery requirements for data (as defined in the clause at **52.227-14,** (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 form delivery data that quality as limited rights data or restricted computer software, and delivery form, fit and function data instead. The latter clause may also be used with its Alternates, II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited 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 fulling 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 thestatus of the data should a contract be awarded to the Offeror.

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

1.10 Certification As To Small Business or Non-Profit Status Under Public Law 96-517 As Amended By Public Law 98-620

PATENT TERMS AND NOTICE OF RIGHT TO REQUEST PATENT WAIVER

(1) Under the provision of Public Law 96-517 as amended by Public Law 98-620, the patent terms required for contracts with Offerors in certain categories are as set forth in DOE Acquisition Regulation. In order to determine the Patent Provision 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 non-profit scientific or educational organization qualified under a State non-profit organization statute.

☐ (d) None of the above

(2) Offerors who have checked (d) above have the right to request in advance of or within thirty (30) days after execution of the contract, in accordance with applicable statutes and DOE Patent Waiver Regulation 10 CFR 784, a waiver of all or any part of the rights of the United States in subject inventions. If the Offeror intends to request a waiver to such invention rights pursuant to DOE Patent Waiver Regulation 10 CFR 784, please indicate:

☐ I intend to request an advance waiver in accordance with DOE Patent Waiver Regulation 10 CFR 784
☐ I do not intend to request an advance waiver

PART 2 – APPLICABLE FOR OFFERS ≥ $15,000

2.0 FAR 52.222-90 – Addressing DEI Discrimination by Federal Contractors

(a) Definitions:

Program participation means membership or participation in, or access or admission to training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the Offeror or any sub-tier subcontractors.

Racially discriminatory diversity, equity, and inclusion (DEI) activities mean disparate treatment based on race or ethnicity in the recruitment, employment (e.g. hiring, promotions), contract (e.g. vendor agreements), program participation, or allocation or deployment of an entity's resources.

Certification: The Offeror certifies that it and its subcontractors of every tier, if any, ☐ DO or ☐ DO NOT engage in any defined discriminatory DEI activities. Offeror acknowledges its continuing duty to update this certification in the event of a change.

2.1 FAR 52.225-1 – Buy American– Supplies

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."

a) Foreign End Products*(Do not leave Table Blank. If line items are domestic end-products, please state "NONE" in the table below)

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

PART 3 – APPLICABLE FOR OFFERS ≥ $200,000

3.0 FAR 52.203-11 - Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions

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, 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.

PART 4 – APPLICABLE FOR FIXED PRICE OFFERS ≥ $350,000

3.0 FAR 52.203-2 -Certificate of Independent Price Determination

a) The Offeror certifies that:

1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to:

i. Those prices;

ii. The intention to submit an offer; or

iii. The methods or factors used to calculate the prices offered.

2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

b) 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

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

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

(iii) As an Agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

PART 5 – APPLICABLE FOR OFFERS> $35,000,000

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

(Not applicable to small businesses or foreign governments.)

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

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

I) DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.205(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure

Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

c) .

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.

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 cognizant Administrative Contracting Officer (ACO) or cognizant Federal Agency Official authorized to act in that capacity (Federal Official), as applicable and
   -)ii) 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.)

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

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

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

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

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

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

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 Laboratory Procurement Official 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 an award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes ☐ No ☐

PROVIDE SIGNATURE

I certify that the above representations and certifications are true and correct, under penalty of perjury and prosecution under the False Claims Act (31 U.S.C. 3729 et seq.) and that I have authority to make such representations and certifications on behalf of the above-named entity. I further acknowledge a continuing duty to notify the Laboratory of any updates to the Representations and Certifications and those filed in SAM.gov should anything reported change.

By:

Signature

Printed/Typed Name

Title

Date