

## 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 (ORCA). ORCA 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 ORCA on-line system can be found by going to <http://www.bpn.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)

Name of Contractor:

**(Insert Legal Name of Company)**

Address:

City:

State:

Zip Code:

[DUNS #:](#)

The DUNS Number is a unique 9 digit identifier provided by Dun & Bradstreet (D&B). If you need assistance locating your DUNS number please visit [www.ccr.gov](http://www.ccr.gov) or call D&B directly at 1-866-705-5711.

E-mail address

www URL (Website Address)

  


### 2. 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. \_\_\_\_\_

**3. 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

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. CLEAN AIR AND WATER CERTIFICATION (not required if proposed procurement is expected to be less than \$100,000 or if Argonne Terms & Conditions for Commercial Items is Included in the Solicitation)**

- (a) Any facility to be used in the performance of this proposed contract is , is not , listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The offeror will immediately notify the Laboratory, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**9. 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 contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will --
  - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
  - (2) Retain the certifications in the files; and
  - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**10. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (Not required if proposed procurement is expected to be less than \$500,000 and company's AGGREGATE contract awards are expected to be less than \$25,000,000)**

**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 \$500,000 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 CAS-4 or Form CAS-5. Forms may be obtained from the Laboratory Procurement Official.)

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:  
\_\_\_\_\_  
\_\_\_\_\_

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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 \$25 million (of which at least one award exceeded \$1 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 \$10 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 \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. 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 \$25 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 \$25 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. RIGHTS IN PROPOSAL DATA**

It is Laboratory policy for a contract award based on a proposal that, in consideration of the award, the Government shall obtain unlimited rights in the technical data (data which are of a scientific or technical nature) contained in the proposal unless the contractor marks those portions of the technical information which he asserts as "proprietary data" or specifies those portions of such technical data which are not directly related to or will not be utilized in the work to be funded under the contract. Accordingly, please indicate:

No restriction on Government rights in the proposal technical data; or

The following identified technical data is proprietary or is not directly related to or will not be utilized in the work to be funded under the contract:

DATA  
\_\_\_\_\_

Not Applicable

**14. REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JUN 1987) (48 CFR 52.227-15)**

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's and the Laboratory's known delivery requirements for data (as defined in 48 CFR 52.227-14). Any resulting contract may also provide the Government and the Laboratory the option to order additional data under the Additional Data Requirements clause at 48 CFR 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 48 CFR 52.227-14 that is to be 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 in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights 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) As an aid in determining the Government's and the Laboratory's need to include any of the aforementioned Alternates in the clause at 48 CFR 52.227-14, Rights in Data--General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

**REPRESENTATION CONCERNING DATA RIGHTS**

Offeror has reviewed the requirements for the delivery of data or 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

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

**15. 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 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.

This is submitted with the intention that the Department of Energy rely on my representation that the offeror is a member of the category indicated.

**16. USE OF COMPUTER SOFTWARE**

Will any computer software....

- (i) which is not commercially available and is licensed from third parties or
- (ii) on which you place restrictions with respect to use, copying, or disclosure be used in the performance of the work under this contract

Yes  No  If "Yes", Name of software: \_\_\_\_\_

**17. BUY AMERICAN ACT - SUPPLIES**

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 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)

NAME OF OFFEROR \_\_\_\_\_

BY \_\_\_\_\_  
*(Signature of Person Authorized to Legally Bind the Offeror)*

NAME AND TITLE OF SIGNER \_\_\_\_\_

DATE SIGNED \_\_\_\_\_