INSTRUCTIONS TO OFFERORS:

By submission of its offer, the offeror represents that, unless otherwise noted in the offeror's proposal and agreed to through negotiations, the Fermi Forward Discovery Group, LLC (FFDG) standard terms and conditions (included in the solicitation) will be included in and govern any subsequent subcontract. **Review the attached Certifications and complete the sections that apply based on the dollar value of your proposal. Return to your Procurement Specialist as part of your proposal submission package.**

Certifications #1: REQUIRED FOR ALL PROPOSALS ≥ $10,000

Export / Import Control

(1) Offeror's Export Compliance Point of Contact information:

Name	Phone Number	E-mail Address

(2) The Offeror represents that items furnished under any resulting subcontract are ☐, are not ☐, items that are specially designed, fabricated, and configured for military or space applications as listed on the United States Munitions List (22 CFR 120-130).

(3) The Offeror represents that items furnished under any resulting subcontract are ☐, are not ☐, items that are dual-use military or space items listed on the Commerce Control List 15 CFR 730-774 (CCL) as 500 or 600 series items.

(4) The Offeror represents that items furnished under any resulting subcontract are ☐, are not ☐, items that are listed on the CCL, other than 500 or 600 series items. If the items *are* listed on the CCL, provide the following information:

Manufacturer's Name	Description	Export Classification Control Number (ECCN) or EAR99	Harmonized Tariff Schedule (HTS) / Schedule B Number, if applicable

52.225-9 Buy American – Construction Materials (OCT 2022)

Applicable for construction that is performed in the United States

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

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

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

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

(iii) 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

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

"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.

Cost of components means—

(1) 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

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) 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.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(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 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of “cost of components”.

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the

product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) 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 domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:
_____[Contracting Officer to list applicable excepted materials or indicate “none”]
(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i)The cost of domestic construction material would be unreasonable.
(A) For domestic construction material that is not a critical item or does not contain critical components.
(1) 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 20 percent;
(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.
(3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.
(B) For domestic construction material that is a critical item or contains critical components.
(1) The cost of a particular domestic construction material that is a critical item or contains critical components, 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 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.
(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is

unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

(3)The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(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.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) 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 (b)(3) 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 (d) 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.

(2) 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 (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) 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:

Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
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.			

FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)

Applicable when a technical proposal is being considered as part of the award decision

☐ Not Applicable, **OR**

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data-General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

FAR 52.227-14, Rights in Data-General (MAY 2014), as modified by DEAR 927.409

Applicable when a technical proposal is being considered as part of the award decision (data will be produced, furnished or acquired)

(a) Rights in Proposal Data

It is Fermilab policy for a subcontract award based on a proposal that, in consideration of the award, the Government shall obtain unlimited rights in the technical data contained in the proposal unless the Offeror 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 subcontract. Accordingly, please indicate:

☐ Not Applicable, **OR**

☐ No restriction on Government rights in the proposal 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 subcontract.

(List data below)

(b) Representations of Limited Rights Data and Restricted Computer Software

This solicitation sets forth the Government’s and Fermilab’s known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting subcontract may also provide the Government and Fermilab the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the subcontract. Any data delivered under the resulting subcontract will be subject to the Rights in Data-General clause at 52.227-14 included in this subcontract. Under the latter clause, a Subcontractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government and Fermilab the right to inspect such data at the Subcontractor’s facility.

The Offeror represents that it has reviewed the requirements of the technical scope of work, particularly with respect to requirements for the delivery of technical data or computer software and states:

☐ Technical Data Rights Not Applicable, **OR**

☐ None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data, **OR**

☐ Data proposed for fulfilling the data delivery requirements qualify as limited rights data and are identified as follows: (List data below)

☐ Computer Software Rights Not Applicable, **OR**

☐ No Restricted Computer Software will be utilized in the subcontract work, **OR**

☐ Restricted Computer Software will be utilized in the subcontract work and is identified as follows: (List software below)

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

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

DEAR 952.227-11 Patent Rights - Retention by the Contractor (Short Form) (MAR 1995) & DEAR 952.227-13 Patent Rights - Acquisition by the Government (SEP 1997)

Under the provisions of P.L. 96-517, the patent terms required for subcontracts with Offerors in certain categories are set forth in the Department of Energy Acquisition Regulation (DEAR). In order to determine the Patent provisions applicable to this subcontract, please check the applicable box.

1. Offeror is:

☐ (a) A small business firm as defined at Section 2 of P.L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. for the purpose of this definition, the size standard for small business concerns involved in Government procurement, contained in 13 C.F.R. 121.3-8, and in subcontracting, contained in 13 C.F.R. 121.3-12, will be used.

☐ (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. Applicable to Offerors who have checked 1. (d) above

Offerors who have checked (d) above have the right to request, in advance of or within 30 days after execution of the subcontract, in accordance with applicable statutes and the DOE Patent Waiver Regulation, (10 CF.R. Part 784), a waiver of all or any part of the rights of tile United States in Subject Inventions.

Please indicate:

☐ I intend to request an advance waiver in accordance with 10 C.F.R. Part 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.

52.225-2 Buy American Certificate (Feb 2021)

The terms "domestic end product", "end product", and "foreign end product" are defined in the clause 52.225-1, Buy American-Supplies.

☐ Offeror certifies that they provide only services and are exempt from Buy American Act: Supplies.

☐ Offeror certifies that this response is for construction, and therefore exempt from Buy American Act: Supplies.

☐ Offeror certifies that end products are exempt from Buy American Act: Supplies, as they are intended for use outside the United States.

☐ Offeror certifies that end products are exempt from Buy American Act: Supplies (due to nonavailability, public interest, or information technology that is a commercial item). Cite exemption: _____

☐ Offeror certifies that each end product provided, except those listed below, is a U.S. domestic end product and that for other than Commercially Available Off-The-Shelf (COTS) items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States ("foreign end product").

☐ Offeror certifies that each end product provided, that do not qualify as U.S. domestic end products shall be listed below as non-U.S. domestic ("foreign") end products.

Non-U.S. Domestic ("Foreign") End Products:

Line Item Number	Country of Origin

FFDG will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Certifications #2: REQUIRED FOR ALL PROPOSALS ≥ $150,000

52.203-2 Certificate of Independent Price Determination (APR 1985)

Applicable when a firm-fixed price contract or fixed-price contract with economic price adjustment is contemplated

☐ Not Applicable, **OR**

If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

(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

(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.

(b) 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. _____ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or 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 paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the dis-closure.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

(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.

52.209-5 Certification Regarding Responsibility Matters (AUG 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) 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)(i)(B) of this provision

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied

(1) 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.

(2) *Examples*.

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) 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 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 Contracting Officer 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 Contracting Officer 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 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 the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.222-37 Employment Reports on Veterans (JUN 2020)

Not applicable to subcontracts for work performed outside the United States by employees recruited outside of the United States

☐ Not Applicable, **OR**

(a) The offeror certifies that-

(1) It has☐, has not☐, submitted the most recent VETS-4212 Report as required, at:

https://www.dol.gov/agencies/vets/programs/vets4212

If offeror 'has not' submitted required reports, please explain: _____

52.203-7 Anti-Kickback Procedures (JUN 2020)

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, to any Government prime contractor (FFDG), prime contractor employee, subcontractor at any tier, or employee of a subcontractor at any tier, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Government prime contract, or in connection with a subcontract at any tier relating to a Government prime contract.

☐ Offeror certifies that it has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any kickback; and

☐ Offer certifies that it has not included, directly or indirectly, the amount of any kickback in the offer.

Certification #3: REQUIRED FOR ALL PROPOSALS ≥ $550,000

52.222-50 Combatting Trafficking in Persons (NOV 2021)

(1) It is☐, is not☐, possible, that at least $550,000 of the value of the contract may be performed outside of the United States, AND

(2) The acquisition is☐, is not☐, entirely for commercially available of the shelf (COTS) items.

If you answered "is" to (1) and "is not" to (2), below certification is required.

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)

Offeror certifies it ☐ has, ☐ has not, implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of clause 52.222-50 and to monitor, detect and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

Offeror certifies that, after having conducted due diligence, either

☐ To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

☐ If abuses relating to any of the prohibited activities have been found, the subcontractor has taken the appropriate remedial and referral actions.

By signing below, you acknowledge that the above certifications are complete and accurate to the best of your knowledge and belief:

Proposal Number: _____

Full Company Name: _____

Name of Company Official: _____

Title of Company Official: _____

Date of Execution: _____

Signature* of Company Official: _____

***NOTE: IF YOU WOULD LIKE TO USE AN ELECTRONIC, CERTIFIED SIGNATURE, PLEASE COMPLETE THE FORM IN WORD, SAVE AS A .PDF AND APPLY YOUR ELECTRONIC CERTIFICATION / DIGITAL SIGNATURE PRIOR TO SUBMISSION TO FFDG.**

Revision Table

REVISION	DATE	CONTACT	DESCRIPTION OF CHANGE
0	08/26/2021	Elisabeth Dalle	Initial Release
1	10/14/2021	Elisabeth Dalle	Moved e-Verify certification to SARC Updated thresholds for certifications Added Revision Table
2	06/03/2025	Frank Johns	Change name from Fermi Research Alliance, LLC to Fermi Forward Discovery Group, LLC. Updated Clauses 52.225-9 and 52.22-50 to current revision (date) in the Prime Contract.