Offeror (legal business name): _____

Unique Entity ID (UEI) [generated at SAM.gov]: _____

PREAMBLE: When performing work or supplying goods to Oak Ridge National Laboratory, operated and managed by UT- Battelle, LLC, you will be paid with government funds. You are required to register in SAM (System for Award Management) and to maintain your registration annually.

The Offeror represents and certifies as part of its offer that:

1. **TYPE OF ORGANIZATION.** It Operates as the following: *(Select one.)*

   Select One.

   Organized in the State of _____

2. **EXPORT CONTROL.** *(Applicable to all offers for supplies.)*

   a. The Offeror represents that the items being furnished under any resulting agreement ☐ **are,** ☐ **are NOT** Trigger List Items as defined below.

   Trigger List items are a listing of equipment, components, or materials especially designed for nuclear applications and are export controlled. These items are on the safeguards list of the International Atomic Energy Agency identified above. The regulatory authority is the US Nuclear Regulatory Commission (10 CFR 110). If the items are Trigger List items, provide the following information:

Manufacturer's Name	
Description of Item	
Commodity Category	

   b. The Offeror represents that the items being furnished under any resulting agreement ☐ **are,** ☐ **are NOT** Military/Space Items as defined below.

   Military/Space Items are specially designed, fabricated and configured for military and space applications as listed on the United States Munitions List (22 CFR 120-130). The regulatory authority is the US Department of State. If the items are Military/Space items/equipment, provide the following information:

Manufacturer's Name	
Description of Item	
Commodity Category	

   c. The Offeror represents that the items being furnished under any resulting agreement ☐ **are,** ☐ **are NOT** Dual Use Items (500 or 600 Series) as defined below.

   Dual Use Items that were previously on the Munitions List under the Department of State and have been moved to the Commerce Control List 15 CFR 730 – 774. If the items are Dual Use, provide the following information:

Manufacturer's Name	
Description of Item	
Commodity Category	

3. **BUY AMERICAN.** *(Applicable if offer for supplies exceeds $15,000. Not applicable to construction subcontracts.)*

   a. 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 paragraphs (1) and (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 FAR 52.225-1 entitled "Buy American Act – Supplies.

b. Foreign End Products: *(List all.)*

Line Item No./Item Description:	Country of Origin:

By not listing any foreign end products in Section 3(b), Offeror represents that only domestic end products will be furnished under any resulting agreement.

c. The Company will evaluate offers in accordance with the policies and procedures of FAR Part 25.

4. CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS. *(Applicable if offer for supplies exceeds $15,000; except as provided in paragraph (b) of FAR 22.1503.)*

a. *Definition.* Forced or indentured child labor means all work or service that is –
   i. Extracted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
   ii. Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

b. *Listed End Products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

c.

Listed End Product:	Listed Country of Origin:

d. *Certification.* The Company will not make an award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(i) or paragraph (c)(ii) of this provision.

   i. ☐ The offeror **will NOT** supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

   ii. ☐ The offeror **MAY** supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

5. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. *(FAR 52.204-25)*

The offeror represents that items being furnished or being used under any subsequent agreement ☐ **are,** ☐ **are NOT** prohibited

covered telecommunication equipment or services and/or video surveillance services or equipment as defined below.

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

i. Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
ii. Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
    a. Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
    b. For reasons relating to regional stability or surreptitious listening;
iii. Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
iv. Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
v. Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
vi. Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

b. Prohibition.

i. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or

renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

ii. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federal contract.

6. CONFLICT OF INTEREST. *(Applicable if offer for services that exceed $15,000.)*

a. The subcontractor, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, for the organization or any of its staff, and that the subcontractor, or consultant, has disclosed all such relevant information if such a conflict of interest exists or appears to exist to a reasonable person with knowledge of the relevant facts. Conflicts may arise in the following situations:

i. *Unequal access to information.* A potential subcontractor, or consultant has access to non-public information through its performance on a government contract.

ii. *Biased ground rules*. A potential subcontractor, or consultant has worked in one government contract, or program, on the basic structure or ground rules of another government contract.

iii. *Impaired objectivity*. A potential subcontractor, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of UT-Battelle programs, in offering advice or recommendations to UT-Battelle, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the subcontractor or consultant shall also include a description of actions that it proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest). UT-Battelle will make the final determination in writing whether the proposed or alternative mitigation measures will sufficiently mitigate the conflict.

c. The subcontractor, or consultant, agrees that if an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the procurement officer. This disclosure shall include a description of actions that the subcontractor or consultant has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest). UT-Battelle will make the final determination in writing whether the proposed or alternative mitigation measures will sufficiently mitigate the conflict.

d. *Remedies.* UT-Battelle may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the subcontractor or consultant was aware of an actual or potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the procurement officer, UT-Battelle may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract.

e. The subcontractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause.

7. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. *(Applicable if offer exceeds $200,000.)*

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 FAR 52.203-12, entitled "Limitation on Payments to Influence Certain Federal Transactions."

b. *Certification*. The Offeror hereby certifies to the best of its knowledge and belief that Federal appropriated funds ☐ **have** ☐ **have NOT** 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 subcontract.

c. *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 subcontract, 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.

8. EMPLOYEE CONCERNS PROGRAM AND DIFFERING PROFESSIONAL OPINION PROCESS. *(Applicable to all offers.)*

a. The Offeror must notify those of its employees who are engaged in performance of this subcontract at least annually that:
   i. DOE and the Company have Employee Concerns Programs (ECP) and Differing Professional Opinion (DPO) processes.
   ii. The Offeror's employees are encouraged to first seek resolutions with the Offeror's first-line supervisors or through other in-house complaint or dispute resolution systems.
   iii. The Offeror's employees have the right to report concerns through the Company ECP (**1-888-280-0616**) or the DOE ECP (**1-844-799-8855**), if a concern is not resolved by supervisors, or if the Offeror's employee elects not to raise the concern with supervisory personnel.
   iv. The Offeror's employees have the right to report differences of professional opinion through the Company ECP or through the DOE DPO process using contact information contained at **https://www.energy.gov/ehss/doe-differing-professional-opinions**.
   v. DOE and the Company will not tolerate retaliation against the Offeror's employees who have reported concerns.

b. Upon request, the Offeror must assist DOE and the Company in resolution of employee concerns.

c. The Offeror shall include this clause in subcontracts hereunder.

d. *Certification*. The Offeror hereby certifies they ☐ **will** ☐ **will NOT** comply with these requirements.

9. **BUSINESS SIZE CERTIFICATION.** *(Applicable to all offers, in accordance with the NAICS code and corresponding size standard indicated on the solicitation/request for proposal.)*

NOTICE: Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a "small business concern," a "small business concern owned and controlled by socially and economically disadvantaged individuals," or a "small business concerns owned and controlled by women" in order to obtain a contract to be awarded under the preference programs established pursuant to Sections 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 (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies including suspension and debarment; and (3) be ineligible for participation in programs conducted under the authority of the Act.

The **North American Industry Classification System (NAICS) Code and corresponding size standard** for this acquisition is –

NAICS Code	Code Description	Size Standard
334112	Computer Storage Device Manufacturing	1,250 Employees

The offeror represents as part of its offer that –

SMALL BUSINESS.
It ☐ **is,** ☐ **is NOT** a small business concern.

VETERAN-OWNED SMALL BUSINESS.
It ☐ **is,** ☐ **is NOT** a Small Business Administration (SBA) certified veteran-owned small business concern.

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN.
It ☐ **is,** ☐ **is NOT** a Small Business Administration (SBA) certified Service-disabled veteran-owned small business concern.

8(a) BUSINESS DEVELOPMENTAL.
It ☐ **is,** ☐ **is NOT** a Small Business Administration (SBA) certified 8(a) small, disadvantaged business concern.

SMALL, DISADVANTAGED BUSINESS.
It ☐ **is,** ☐ **is NOT** a small, disadvantaged business concern.

WOMEN-OWNED SMALL BUSINESS.
It ☐ **is,** ☐ **is NOT** a Small Business Administration (SBA) certified women-owned small business concern.

HUBZONE SMALL BUSINESS.
It ☐ **is,** ☐ **is NOT** a Small Business Administration (SBA) certified HUBZone small business concern.

ATTESTATION. I have read each of the FAR provisions presented in this document. By submitting this certification, I am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent my company in any of these representations or certifications to the Government.

Signature: _____ **Title:** _____

Name: _____ **Date:** _____