

[The Representations and Certifications package issued to the subcontractor should be tailored to the representation and certification requirements contained in the associated Triad contract as applicable to subcontractors. Additional non-contract required representations and certifications may also be retained or added hereto to satisfy certain Triad internal business needs.]

Your company is a potential supplier of goods and/or services ("Subcontractor" or "Offeror" or such other nomenclature used herein reasonably applicable to Subcontractor, including, without limitation, "Contractor") to Triad whose Subcontract may be funded under a U.S. Government contract. The Federal Representations, Certifications and Other Statements of Offerors ("Representations and Certifications") contained herein and to be completed by you are presented to you as the Subcontractor to Triad and incorporated by reference into the subcontract and purchase order issued (if any) by Triad to you under a U.S. Government contract. U.S. Government regulations prohibits Triad from awarding a subcontract funded under a U.S. Government contract unless the Subcontractor certifies that it complies with certain U.S. laws, regulations, and policies. Accordingly, to be eligible for award you are required to complete all the Representations and Certifications contained in this Form. Failure to furnish such Representations and Certifications may be cause for the rejection of Subcontractor's bid(s) or proposal(s) as non-responsive, resulting in no subcontract award.

Upon completion, please execute, date and return this form to Triad as instructed. By completing and executing this form, Subcontractor certifies that the signatory has complete authority to make the Representations and Certifications contained herein and that the information contained herein is true, complete and accurate as of the date written below. **The Representations and Certifications contained in this form shall be valid for one year from the date of execution. Should the information contained herein change, Subcontractor agrees to promptly notify Triad of such change and submit an updated Representations and Certifications.**

1.0 NAICS and Business Size Standard (LANL Procurement Specialist to Complete)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is
- (2) The small business size standard is
- (3) RFP/ Sourcing Project Workspace number
- (4) Subcontract number as applicable

2.0 GENERAL BUSINESS INFORMATION

Company (Offeror) Name
Company Address
Contact Name/Title
Contact Phone #
Contact Email Address
Company Website (if any)
DUNS #
UEI#
CAGE Code
Tax ID #
Type of Products or Services Offered
Primary NAICS Code
Secondary NAICS Code

3.0 REPRESENTATION AND CERTIFICATIONS REQUIRED BY THE FEDERAL ACQUISITION REGULATION SUPPLEMENT (FAR)**3.1 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)****(a) Definitions.**

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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

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

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

(d) Legal name of business organization, if different from company name:

(e) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal Government;

(f) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Educational institution;

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Joint Venture;

Limited liability company organized under the laws of the State of

Nonprofit Organization;

Other

(g) Common Parent.

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

Name and TIN of common parent:

Name of common parent:

TIN of common parent:

3.2 REGIONAL PURCHASING PRICING PREFERENCE

In accordance with Appendix M of the Triads' Prime Contract with DOE/NNSA, Triad will maximize procurement opportunities for Northern New Mexico (NNM) small business concerns by providing a Regional Purchasing Pricing Preference in acquisitions exceeding \$100,000. The price preference will be given by adding a 10% adjustment factor to the proposed total price/cost, including priced options, of those offerors whose businesses do not meet the definition of a NNM small business concern. A NNM small business concern is a small business that is actively engaged in doing business in NNM, has an operative business location in NNM, and uses labor from NNM. NNM includes the counties of Taos, Santa Fe, Rio Arriba, Sandoval, Mora, San Miguel, and Los Alamos, and the eight regional Pueblos of Nambe, Picuris, Pojoaque, San Ildefonso, Ohkay Owingeh (formerly known as San Juan), Santa Clara, Taos, and Tesuque. To meet these requirements a business must be able to demonstrate, if and when requested, through the submission of New Mexico gross receipts tax and unemployment compensation tax forms or otherwise, that for the calendar year preceding the submission of its bid/offer it qualifies as a NNM small business concern. Additionally, as set forth in Triad Prime Contract Part III – Section J Appendix E Small Business Subcontracting Plan, Triad formed the Triad Pueblo Business Alliance with three economic development companies each tribally owned and operated by the pueblos of Ohkay Owingeh, San Ildefonso and Acoma respectively, to (1) increase subcontracting opportunities for local and regional Pueblos, and (2) provide an innovative resource for improving Laboratory operations and workforce resourcing. Triad will identify specific Laboratory work scope that aligns with relevant experience and skills, with a specific goal to integrate the Pueblo business alliance members in subcontracts for staff augmentation. To increase subcontracting opportunities, Triad will provide an additional price evaluation discount of 5% to participating Pueblo corporations.

(a) The Offeror represents that for the calendar year preceding the submission of its bid/offer: ☐ it has been properly authorized to do business and has been operating in NNM with a staff of three or more full time equivalent employees (of which 51% must reside in NNM), and that it currently has a facility in NNM that can support the business activity contemplated by the Statement of Work / Scope of Work;

or

it has historically operated in NNM with two or less full time equivalent employees who reside in NNM, it is independently owned (i.e., its owner(s) exercise(s) close control over operations and decisions which are not subject to control or the power to control by others), its majority ownership interest is held by residents of NNM, it has been properly authorized to do business in NNM and it currently has a facility in NNM that can support the business activity contemplated by the Statement of Work / Scope of Work.

(If an offeror claims to have a facility in NNM and the company address provided in section 1 above is not located in NNM, provide the information requested below that will support the NNM representation.)

Physical Address:

Telephone Number:

Fax Number:

it is not a NNM Small Business Concern.

(b) The Offeror represents that:

It is a member of the Triad Pueblo business alliance with the Pueblos of Ohkay Owingeh, San Ildefonso and Acoma.

It is not a member of the Triad Pueblo business alliance.

3.3 PERSONAL CONFLICT OF INTEREST CERTIFICATION (Nov 2018) (Applies to all solicitations.)

An affirmative response in the following certification will require Triad 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 Triad 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 Triad or any member entity of Triad (i.e., Battelle Memorial Institute, The Texas A&M University System, and The Regents of the University of California).

Near Relative: The employee's spouse, parents, siblings, children, and adoptive relatives, step relatives, and relatives-in-law in any of the above relationships.

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 selection or decisions 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 together with the Triad entity where that person is employed:

An Employee or a Near Relative does not own, control, or have a Significant Financial Interest in the Offeror's organization.

N/A 3.4 CERTIFICATION REGARDING FORMER TRIAD OR LANS EMPLOYEES (Jan 2019) *(Applies to all subcontracts, except those for the acquisition of commercially available off-the-shelf (COTS) items. Commercially available off-the-shelf (COTS) item is defined in FAR Part 2.101. If this certification is not applicable, check the N/A box located left of the title.)*

(a) Individuals who retire under the Triad National Security, LLC (Triad) Defined Benefit Pension Plan or the Los Alamos National Security, LLC (LANS) Defined Benefit Plan who wish to begin a retirement benefit are required to have a true and complete severance from Triad or LANS with no prior prearrangement for reemployment with Triad or any of Triad's affiliated companies or subcontractors to do similar work. This can be documented by completing a form at the time of termination stating that no prearrangement for reemployment existed prior to the termination, and by demonstrating a true and complete severance from Triad, before working for any of Triad's affiliated companies or subcontractors, for at least:

- one hundred eighty (180) days, if under the age of sixty (60) at the time of termination; or
- ninety (90) days, if age sixty (60) or above at the time of termination.

(b) Individuals who retire under Triad's 401(k) Retirement Plan (i.e., TCP-2), before attaining age sixty (60), are required to have a true and complete severance from Triad with no prior prearrangement for reemployment with Triad or any of Triad's affiliated companies or subcontractors to do similar work. This can be documented by completing a form at the time of termination stating that no prearrangement for reemployment existed prior to the termination and by demonstrating a true and complete severance from Triad, before working for any of Triad's affiliated companies or subcontractors, for at least one hundred eighty (180) days. Individuals who retire under Triad's 401(k) Retirement Plan after age sixty (60) do not have any restrictions on reemployment.

(c) Any former employee of Triad or LANS who was terminated for cause or who resigned in lieu of termination for cause is prohibited from returning to work at Los Alamos National Laboratory (LANL). Offeror and its lower tier subcontractors may not employ any former employee of Triad or LANS, who was terminated for cause or who resigned in lieu of termination for cause, for any on-site work at LANL or for any work under this subcontract in which such former employee may have any direct or indirect substantive contact with a current Triad employee, unless approved by Triad in writing prior to commencement of work by Offeror.

(d) In order to assure compliance with paragraphs (a) through (c), Offeror shall, with respect to its employees who will be assigned to work under this subcontract and those of its lower tier subcontractors' employees who will be assigned to work under this subcontract,

certify that all individuals who will be assigned to work under this subcontract are in compliance with the requirement of paragraphs (a) through (c) of this clause.

(e) In making this certification Offeror and its lower tier subcontractors may rely on information provided by applicants for employment or current employees, so long as Offeror and its lower tier subcontractors have exercised due diligence and have, at a minimum, obtained the following information from each applicant or employee:

- (1) Whether the applicant or employee was a former LANS or Triad employee, and if so, the date of separation;
- (2) Whether the separation was the result of retirement, termination for cause, or resignation in lieu of termination for cause;
- (3) Whether the applicant or employee is a member of Triad's Defined Benefit Pension Plan, LANS' Defined Benefit Pension Plan, or Triad's TCP 2, 401(k) Plan; and
- (4) Confirmation that, if the applicant or employee retired under one of Triad's retirement plans, to the extent described above, the applicant had no prior prearrangement for reemployment by Offeror or one of its lower tier subcontractors prior to termination.

Certification: (Check appropriate response and provide additional information if necessary.)

Offeror certifies that none of the individuals who will be assigned to work under this subcontract were former Triad or LANS.

Offeror certifies that all individuals who will be assigned to work under this subcontract are in compliance with the requirement of paragraphs (a) through (c) of this section.

Offeror states that one or more individuals who will be assigned to work under this subcontract are not in compliance with the requirement of paragraphs (a) through (c) of this section. The name of such individual(s) is/are:

N/A 3.5 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING CERTIFICATION (Nov 2018) *(Applies to non-construction subcontracts, if expected to exceed \$700,000, and construction subcontracts, if expected to exceed \$1,500,000. If this certification is not applicable, check the N/A box located left of the title.)*

The Offeror certifies that the following conditions exist in determining whether the Offeror is required to submit a plan for subcontracting with small business and small disadvantaged business concerns. *(If this certification is applicable, check all boxes below that apply.)*

- A. The Offeror is exempt from the requirements of a subcontracting plan for the following reason(s):
 - (i) The Offeror is a small business as defined in 15 U.S.C. 632, Small-business concern.
 - (ii) Subcontracting possibilities are not offered in this subcontract. *(Further explanation is required including the specifics of the Scope/Statement of Work.)*
Explanation:
 - (iii) The subcontract, and all lower-tier subcontracts under it, will be performed entirely outside of the United States, its territories and possessions, the District of Columbia, and the Commonwealth of Puerto Rico and is, therefore, not covered.
 - (iv) The subcontract is for personal services (i.e., a personal services subcontract is characterized by the employer-employee like relationship it creates between Triad and the subcontractor's personnel) and is, therefore, not covered. *(Further explanation is required including the specific reasons this statement is true.)*
Explanation:
 - (v) The subcontractor will be providing a commercial item subject to FAR 52.244-6, Subcontracts for Commercial Items, or has an approved Commercial Plan that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof.
- B. The Offeror is required to submit and obtain approval of a Small Business Subcontracting Plan before subcontract award. See Form 19.1.5, *Small Business Subcontracting plan*.

Offeror acknowledges that it will include the *Utilization of Small Business Concerns* clause (i.e., FAR 52.219-8) in all subcontracts that offer subcontracting opportunities, and that the Offeror will require all subcontractors, except small business concerns, that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction subcontracts) to adopt a plan similar to the plan required by the *Small Business Subcontracting Plan* clause (i.e., FAR 52.219-9) of this subcontract.

The Offeror understands that:

- 1) No subcontract will be awarded unless and until an acceptable subcontracting plan, if required, is negotiated with Triad and the approved plan is incorporated as a material part of the subcontract;
- 2) As determined by Triad, an acceptable subcontracting plan must provide the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the performance of the subcontract;
- 3) If an acceptable subcontracting plan is not negotiated with Triad within the time limits prescribe, the Offeror shall be ineligible for an award. Triad shall notify the Offeror in writing of the reasons for determining a subcontracting plan to be unacceptable and allow adequate time for the Offeror to modify its plan;
- 4) Commercial subcontracting plans on a company-wide basis must have a current Federal agency approval and are acceptable for commercial products only; and
- 5) Master subcontracting plans on a division- or plant-wide basis must contain individual subcontracting goals for the particular subcontract.

3.6 CERTIFICATION REGARDING AFFILIATION TO TRIAD TEAM MEMBER (Nov 2018) (Applies to all solicitations.)

(a) As used in this provision:

- (1) Triad Team Members means any of the following entities: Battelle Memorial Institute, The Texas A&M University System, and The Regents of the University of California.
- (2) Team Member Affiliate means any person or entity which is a wholly owned, majority owned or otherwise an affiliate of any Team Member.
- (3) Affiliates means associated business concerns or individuals if, directly or indirectly – (1) Either one controls or can control the other; or (2) A third party controls or can control both.

(b) The Offeror certifies, to the best of its knowledge and belief, that: *(Check appropriate response.)*

The Offeror is a Triad Team Member.

The Offeror is a Triad Team Member Affiliate.

The Offeror is not affiliated with a Triad Team Member.

(c) The Offeror certifies, to the best of its knowledge and belief, that: *(Check appropriate response.)*

None of the Offeror's proposed lower tier subcontractors or suppliers is a Triad Team Member or Triad Team Member Affiliate.

The following listed entity, who Offeror proposes to use as lower tier subcontractor or supplier, is either a Triad Team Member or a Triad Team Member Affiliate.

NOTICE: Neither Offeror, nor any tier of its lower tier subcontractors or suppliers, shall enter into a subcontract with any Team Member or any Team Member Affiliate to provide goods or services under a proposed subcontract with Triad without the advance written approval of Triad's Subcontract Administrator. In the event that written approval is granted to enter into a subcontract with a Team Member or a Team Member Affiliate, no fee or profit shall be paid to such Team Member or Team Member Affiliate under the proposed subcontract.

3.7 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (Sept 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.

(End of clause)

3.8 FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION (Jan 2017)

(a) Definition. As used in this provision—

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

3.9 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)

In accordance with FAR 52.204-10, Executive Compensation and First-Tier Subcontract Award data will be provided to the Federal Funding Accountability and Transparency Act Sub-Award Reporting System (www.ftrs.gov) for orders valued at \$30,000.00 or more. Including the following information, as required.

(1) Congressional District:

(i) Offeror's Congressional District:

(ii) Performance Location Congressional District (if different from above):

(2) First-Tier Subcontract Information:

(i) In the Offeror's preceding tax year, the Offeror:

(A) Did ☐ Did not have gross income from all sources under \$300,000.

(3) First-Tier Subcontractor Compensation:

(i) In the Offeror's preceding fiscal year, the Offeror:

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- (A) Did Did not receive 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants), cooperative agreements and other forms of Federal financial assistance;

AND

Did Did not receive \$25,000,000.00 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants), cooperative agreements and other forms of Federal financial assistance.

- (B) The public does, does not have access to information about the compensation of the executives through periodic files under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or section 6104 of the Internal Revenue Code of 1986 (to determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm).

- (ii) Offeror's top five most highly compensated executives and *total compensation (Complete the following only if the answer to (A) above is **Did** and (B) **Does Not**):

NAME	Compensation
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***Total Compensation:** The cash and noncash dollar value earned by the executive during the Offeror's preceding fiscal year and includes the following: salary and bonus, award of stock, stock options, and stock appreciation rights, earnings for services under non-equity incentive plan, changes in pension value, and above-market earnings on deferred compensation which is not tax-qualified, as well as other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.00. For more information see FAR 52.204-10 or 17 CFR 229-402(c)(2).

3.10 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

(a) Definitions. As used in this clause—

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

Registered in the System for Award Management (SAM) means that—

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR [subpart 4.12](#); and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision [52.204-7](#) with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)

(1)

(i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in SAM;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR [subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

Subcontractor is or is not registered in SAM.

If Subcontractor is registered in SAM, Triad will rely on any information in SAM database regarding your company.

3.11 CERTIFICATION REGARDING COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

As used in this certification, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

- (1) The Offeror certifies that it does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the offeror further certifies that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

N/A 3.12 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (Aug 2020) (Deviation) *(Applies to solicitations expected to exceed \$250,000. If this certification is not applicable, check the N/A box located left of the title.)*

(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); and

(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; and

(D) Have have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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 Procurement Specialist if, at any time prior to subcontract 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 Procurement Specialist 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 Contractor, the Procurement Specialist may terminate the subcontract resulting from this solicitation for default.

(End of Provision)

N/A 3.13 DEAR 952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE - ADVISORY AND ASSISTANCE SERVICES (Jun 1997) (Deviation) *(Applies to solicitations for advisory and assistance services, as those services are defined in FAR subpart 2.101, exceeding \$250,000. If this disclosure is not applicable, check the N/A box located left of the title.)*

Representation:

A completed Representation must be provided by the Offeror for each of its consultants and subcontractors who will perform work similar to that to be performed by the Offeror and for each of its chief executives and directors, and those of its consultants and subcontractors performing similar services, who will be directly involved in performance of the subcontract.

Triad and DOE/NNSA:

No award shall be made until the Representation or Disclosure has been evaluated by Triad and/or the customer (DOE/NNSA). Triad and/or the customer will review the Representation or Disclosure and may require additional information from the Offeror. All information received from the Offeror and any other relevant information known to Triad or DOE/NNSA will be used to determine whether an award to the Offeror may create an OCI with respect to the Offeror (1) being able to render impartial, technically sound, and/or objective assistance or advice; or (2) being given an unfair competitive advantage. If an OCI is found to exist, Triad, at its sole discretion, may (1) impose appropriate conditions which avoid or mitigate such conflict; (2) disqualify the Offeror; or (3) determine that it is otherwise in the best interest of the government or customer to contract with the Offeror in face of an OCI.

Disqualification or Termination:

The refusal to provide the Representation or Disclosure, and any additional information which is requested, shall result in disqualification of the Offeror for award. The nondisclosure or misrepresentation of any relevant facts may also result in the disqualification of the Offeror for award. If such nondisclosure or misrepresentation is discovered after award, the resulting subcontract may be terminated for default. The Offeror may also be disqualified from subsequent, related Triad subcontracts and be subject to other remedial action as permitted or provided by law or in the resulting subcontract. The attention of the Offeror in complying with this provision is directed to 18 U.S.C. 1001.

- (a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to Triad or the Government, or the person's objectivity in performing the subcontract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual subcontracts are negotiated with all firms in the competitive range, it means all such firms.
- (c) The statement must contain the following:
 - (1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to Triad, the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract/subcontract number under which the services were

rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

- (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant subcontract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the subcontract in question has been communicated as part of the statement required by (b) of this provision.
- (d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

(When this disclosure is applicable, either the Representation or the Disclosure must be checked, but not both.)

REPRESENTATION

I hereby certify that, as a representative of my organization, to the best of my knowledge and belief, no facts exist concerning any past, present, or currently planned interests or activities (financial, contractual, organizational, or otherwise) which relate to the proposed work and bear on whether the organization has a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and/or objective assistance or advice; or (2) being given an unfair competitive advantage.

DISCLOSURE

A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work is submitted herewith.

N/A 3.14 FAR 52.222-48 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT – CERTIFICATION (MAY 2014) (Deviation) *(Applies in solicitations when Triad Special Condition SC-9, Service Contract Labor Standards Determination, has been included. If this certification is not applicable, check the N/A box located left of the title.)*

(a) The offeror shall check the following certification:

CERTIFICATION *(If this certification is applicable, check appropriate response.)* The offeror does does not certify that—

- (1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
- (2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
 - (i) An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
 - (ii) An “established market price” is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and
- (3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Procurement Specialist determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute—

- (1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—

Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Procurement Specialist as soon as possible, if the Procurement Specialist did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Procurement Specialist may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Procurement Specialist as required in paragraph (c) of this provision.

(End of provision)

N/A 3.15 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) (Deviation) *(Applies to non-commercial off the shelf item subcontracts performed outside the United States, if the applicable portion of the subcontract is expected to exceed \$500,000.)*

By execution of this document the Offeror certifies that it is in full compliance with FAR 52.222-50 “Combating Human Trafficking in Persons” in the performance of any work under the proposed subcontract, including subsection (h)(5) as follows:

Certification. Annually after receiving an award, the Offeror shall submit a certification to the Procurement Specialist that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Offeror’s knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Offeror has taken the appropriate remedial and referral actions.

N/A 3.16 FAR 52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—CERTIFICATION (MAY 2014) (Deviation) *(Applies in solicitations when Triad Special Condition SC-9, Service Contract Labor Standards Determination, has been included. If this certification is not applicable, check the N/A box located left of the title.)*

(a) The offeror shall check the following certification:

CERTIFICATION *(If this certification is applicable, check appropriate response.)*

The offeror ☐ does ☐ does not certify that—

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Procurement Specialist determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act—

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Procurement Specialist as soon as possible if the Procurement Specialist did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Procurement Specialist may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Procurement Specialist as required in paragraph (c) of this provision.

(End of provision)

3.17 FAR 52.223-6 – DRUG-FREE WORKPLACE (MAY 2001)

By execution of this document the Offeror certifies that it is in full compliance with the provisions set forth in FAR 52.223-6.

N/A 3.18 FAR 52.225-2 – BUY AMERICAN CERTIFICATE (FEB 2021) (Deviation) *(Applies when supplies, greater than \$10,000, for use in the United States, will be acquired through the resultant subcontract. If this certification is not applicable, check the N/A box located left of the title.)*

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

(List foreign end products, if any, below; if no foreign end products, write "None" below under the Foreign End Products column.)

(b) Foreign End Products:

Description:	Line Item No.:	Country of Origin:
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[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

3.19 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS (OCT 2015) Deviation. **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.**

Offeror 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 \$2,000,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the Procurement Specialist; 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 and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

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

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

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

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

(3) *Certificate of Monetary Exemption (full CAS Coverage).* 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 Procurement Specialist immediately.

(4) *Certificate of Monetary Exemption (modified CAS Coverage).* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, are not currently performing under a CAS covered contract or subcontract with a value of or in excess of \$7,500,000.00. In the event this changes between the date of signature of this certification and the date of award, the offeror will notify Triad at time of award or prior to award.

(5) *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 Procurement Specialist, 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 \$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 Procurement Specialist immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

(End of Provision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

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

(i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

(End of Provision)

4.0 OTHER CERTIFICATIONS AND REPRESENTATIONS

4.1 FOREIGN CORRUPT PRACTICES ACT (FCPA) 15 U.S.C. ch. 2B § 78a et seq

The offeror certifies that it and its subcontractors, consultants, sales representatives, agents, or other similar parties retained directly or indirectly in connection with this program (individually or collectively, "Representative"), acting in any capacity, have not made, authorized or offered (and will not make, authorize or offer) any payment, or given, authorized, or offered (and will not give, authorize the giving of, or offer) anything of value, directly or indirectly, with respect hereto or otherwise;

- a. to any official or employee of any government, state-owned enterprise or international organization;
- b. to any person acting in an official capacity for or on behalf of any government, state-owned enterprise or international organization; or
- c. to any political party or to any person known to be a candidate for any office in any government; in order to (a) influence any act or decision in any such person's official capacity, (b) induce any such person to violate his lawful duty, or (c) induce any such person to use his influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, for the purpose of obtaining or retaining business or directing business to any person, or to secure any improper advantage.

4.2 EXPORT/IMPORT CERTIFICATIONS

Triad requires that its offerors certify the following information to ensure compliance with the U.S. Government export/import laws and regulations including the U.S. Department of State, Directorate of Defense Trade Controls (DDTC), International Traffic in Arms Regulations (ITAR) and the U.S. Department of Commerce, Bureau of Industry and Security (BIS), Export Administration Regulations (EAR).

ITAR 22 CFR 120.15 and EAR 15 CFR Part 772 define a U.S. person as a person who is a lawful permanent resident as defined by 8 U.S.C.1101(a)(20) or who is a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the United States. It also includes any governmental (federal, state or local) entity.

A. Offeror is, is not a "U.S. Person" as defined in the ITAR 22 CFR Part 120.15 and EAR 15 CFR 772.

Any person who engages in the United States in the business of either manufacturing or exporting ITAR controlled defense articles or furnishes defense services is required to register with the Directorate of Defense Trade Controls (DDTC) unless exempted by one of the four conditions listed in ITAR 22 CFR Part 122.1. Triad cannot enter into any procurement contract with a supplier within the United States that involves the acquisition of ITAR controlled defense articles or provision of defense services until the supplier has certified that it is registered with DDTC.

This registration requirement does not apply to manufacturers of EAR controlled articles and/or services.

B. Offeror meets one of the following conditions:

Does Not manufacture or export ITAR controlled defense articles or furnish defense services

Manufactures or exports ITAR controlled defense articles or furnishes defense services and is registered to do so. - Expiration Date of Registration:

Is exempt from registration, based upon one of the following exemptions:

- (1) Officers and employees of the United States Government acting in an official capacity.
- (2) Persons whose pertinent business activity is confined to the production of unclassified technical data only.
- (3) Persons all of whose manufacturing and export activities are licensed under the Atomic Energy Act of 1954, as amended.
- (4) Persons who engage only in the fabrication of articles for experimental or scientific purpose, including research and development.

Not registered with the U.S. Department of State, Directorate of Defense Trade Controls per ITAR 22 CFR Part 122.1 (a) and (b).

The Offeror is responsible for the protection of any controlled technical data or defense articles provided to them by Triad to assist in the manufacture of a defense article or provision of a defense service. The release of this data by the supplier to a Foreign Person employee or its transfer to another Foreign Person for the purpose of Off-Shore Procurement is defined as an export (ITAR 22 CFR Parts 120.17 and 124.13 and EAR 15 CFR Part 734.2(b)(2)(ii)) and Supplements 1 and 2 or Part 774 and subject to the licensing requirements of the ITAR and EAR as applicable.

C. Offeror will obtain the necessary export authorization prior to the release of controlled technical data or other defense articles provided by Triad for the purpose of procurement to any Foreign Person in or outside of the United States.

4.3 BUSINESS SYSTEMS AND INCURRED COST PROPOSAL

Does the offeror have the following:

(a) An Accounting System reviewed and deemed adequate by a government agency?

No Yes DATE

(b) A Government Approved Purchasing System?

No Yes DATE

(c) A Government Approved Property Control System?

No Yes DATE

If Offeror has certified that its Accounting, Purchasing, and/or Property System has been reviewed and determined acceptable, please attach Government agency documentation verifying the acceptability.

(d) Required to prepare and submit an annual incurred cost proposal in accordance with FAR 52.216-7 Allowable Cost and Payments*.

No Yes DATE

***If required, please provide a copy of the submission letter as evidence of compliance. If not required, provide reason:**

4.4 SAFEGUARDING COVERED CONTRACTOR INFORMATION SYSTEMS

FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems. DEARS 970.0404 Safeguarding Classified Information.

The Offeror does does not certify that-

- (1) The Offeror will provide adequate security on all covered contractor information systems and that it is in compliance with DEAR 970.0404-2. The Offeror's Covered Contractor Information System meets all security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" that are in effect at the time the solicitation is issued;
- (2) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued, the Offeror shall submit to the Subcontract Administrator, a written explanation of why a particular security requirement is not applicable; or how an alternative but equally effective security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection; and
- (3) Upon discovery of a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that which affects the offerors ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Offeror will;
 - a. Conduct a review for evidence of compromise; and provide prompt notification to the Subcontract Administrator of any incidents impacting LANL Information Resources, suspected or otherwise.

N/A 4.5 LIMITATION ON PASS-THROUGH COSTS (FAR 52.215-22/23) Deviation. *(Applies when the contemplated contract type is expected to be a cost-reimbursement type subcontract and the total estimate value exceeds the simplified acquisition threshold. If this certification is not applicable, check the N/A box located left of the title.)*

(a) *Definitions.* Added value, excessive pass-through charge, *subcontract*, and *subcontractor*, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR [52.215-23](#)).

(b) *General.* The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the *subcontractor*.

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each *subcontractor*, under the contract, task order, or delivery order.

(2) If the offeror intends to *subcontract* more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal-

- (i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the *subcontractor(s)*; and
- (ii) A description of the added value provided by the offeror as related to the work to be performed by the *subcontractor(s)*.

(3) If any *subcontractor* proposed under the contract, task order, or delivery order intends to *subcontract* to a lower-tier *subcontractor* more than 70 percent of the total cost of work to be performed under its *subcontract*, the offeror shall identify in its proposal-

(i) The amount of the *subcontractor's* indirect costs and profit/fee applicable to the work to be performed by the lower-tier *subcontractor(s)*; and

(ii) A description of the added value provided by the *subcontractor* as related to the work to be performed by the lower-tier *subcontractor(s)*.

Offeror represents that it will not subcontract more than 70 percent of the total cost of the work to be performed under the resultant subcontract/PO, if any, issued by Triad; or, if offeror intends to subcontract more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal:

(i) The amount of the offeror's or *subcontractor's* indirect costs and profit/fee applicable to the work to be performed by the lower-tier *subcontractor(s)*; and

(ii) A description of the added value provided by the *subcontractor* as related to the work to be performed by the lower-tier *subcontractor(s)*.

AND

Supplier acknowledges that the subcontract/PO, if any, issued by Triad shall be subject to FAR 52.215-23, Limitations on Pass-Through Charges.

4.6 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (Sep 2021) Deviation-

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

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

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern”-

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.
- (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$700,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

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

“Women-owned small business concern” means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

HUBZone small business concerns must on the date of this representation, be on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126;

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small business eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(e) Note: If the offeror represents that it is a small disadvantaged business concern, attach either the disadvantaged status certification from the Small Business Administration or documentation verifying request for certification or provide the 8(a) certification case number and entrance and exit dates registered in the SAM.

SBA 8(a) Certification Number:

SBA 8(a) Entrance Date:

SBA 8(a) Exit Date:

NOTE: DEFINITIONS & REQUIREMENTS: The definitions and requirements for the Federal small and disadvantaged business programs are summarized on this form for your convenience. However, your certification indicates compliance with the program’s complete definitions and requirements, more information on which can be found in the Federal Acquisition Regulations (FAR) at [CFR Title 48](#), in particular FAR [Part 2.101](#) and [Part 19.3](#), and in the SBA regulations at [13 CFR](#) in particular [13 CFR 121](#) and [13 CFR 125](#).

(End of Provision)

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

- (1) The offeror represents as part of its offer that it is, is not a small business concern.
- (2) The offeror represents that it is, is not, a small disadvantaged business concern.
- (3) The offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern. The offeror represents as part of its offer that—
 - (i) It is, is not a WOSB concern eligible under the WOSB Program
 - (ii) It is, is not a joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]*

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

- (5) Economically disadvantaged women-owned small business (EDWOSB) concern.
 - (i) It is, is not an EDWOSB concern eligible under the WOSB Program
 - (ii) It is, is not a joint *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]*

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

- (6) The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (7) The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (8) The offeror represents, as part of its offer, that –
 - (i) It is, is not a HUBZone small business concern listed, on the date of this representation
 - (ii) It is, is not a HUBZone joint venture *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:]*

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

- (9) *[Complete if offeror represented itself as disadvantaged in paragraph (2)].* The offeror shall check the category in which its ownership falls:

Black American	Asian-Pacific	Alaska Native	Individual/concern,
Hispanic American	American	American Indian	other than one of the
Native American	Subcontinent Asian	Native Hawaiian	preceding

SUBCONTRACTOR CERTIFICATION. I hereby acknowledge an understanding of the U.S. Government contracting and subcontracting programs and confirm the accuracy of the statements made in this Representations and Certifications package. I further certify that the ownership, size, and other information submitted herein is accurate, in accordance with the definitions and requirements of the Federal Small and Disadvantaged Business program, and that I have the authority to provide such information on behalf of my company. I further certify that I have completed this form and understand that this information will be used and relied upon by Triad to determine and report information to the Government.

These Representations and Certifications shall be valid for one year from date signed. Should the information contained herein change, Subcontractor agrees to promptly notify Triad of such change and submit an updated Representations and Certifications.

Signature _____ Date _____

Printed Name _____ Title _____

Please return completed signed form: (1) With RFP response, if applicable OR (2) By email (PDF copy) to the Requestor OR (3) via email to