



## Department of Energy

Oakland Operations Office

1301 Clay Street

Oakland, California 94612-5208

**FEB 12 2001**

CERTIFIED MAIL -  
RETURN RECEIPT REQUESTED

Ms. Monica Walton  
Starzz Management Services  
900 Doolittle Drive, Suite 4A  
San Leandro, CA 94577

Subject: Freedom of Information Act Request - #2000-OK-81

Dear Ms. Walton:

This is in final response to your September 21, 2000, Freedom of Information Act (FOIA) request. To date we have responded to all questions you have posed regarding our Safeguards and Security contract at Lawrence Livermore National Laboratory Services (Advanced Data Concepts, Inc.) and our Mailroom Services contract (Lionel Henderson & Co., Inc.) located at Department of Energy Oakland Facility and provided you releasable portion of the Lionel Henderson Contract.

Your request for the Advanced Data Concepts Contract is granted in part and denied in part.

We are withholding the following items pursuant to 5 U.S.C. 552 (b)(4), Exemption 4: the names of ADC personnel, the resumes of their employees, total direct labor dollars, indirect costs, certificate of current cost and pricing data, and the names of the subcontractors.

Exemption 4 protects "trade secrets and commercial of financial information obtained from a person and privileged or confidential." Information submitted by a person is "confidential" for purposes of Exemption 4 if disclosure is likely to either: (1) impair the Government's ability to obtain necessary information in the future, or (2) cause substantial harm to the competitive position of the person from whom the information is obtained.

This information is marked as "Proprietary Data" and cannot be released. Such information would provide competitors with a clear advantage in anticipating the company's responses in future competitions, both with regard to resources that are available and the method used to respond to solicitations.

The release of the identity of key personnel and their project related job responsibilities would provide competitors with a significant opportunity to pirate away any personnel who are vital to the firm's competitive position in the marketplace. Such employee raiding by a competitor would have the effect of (1) depriving the company of key personnel; (2) providing a source of

Ms. Walton  
Page 2

corporate intelligence about company plans, methods, structure, clients, and other proprietary information; and (3) disrupting performance of this and other business commitments. The information would also indicate methods of allocation and commitment of its corporate personnel resources, and the company's technical approach to this and other competitions.

Therefore, release of any of the withheld information would likely cause both substantial competitive harm and ultimately result in impairing the Government's ability to obtain this and other necessary information in the future.

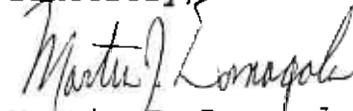
Pursuant to Title 10, Code of Federal Regulations (CFR), Section 1004.1, DOE will make records available which it is authorized to withhold under the FOIA unless it is determined that such disclosure is not in the public interest. Disclosure of the confidential proprietary data at issue, withheld pursuant to Exemption 4, would constitute a violation of the Trade Secrets Act, 18 U.S.C. Section 1905, and there is no statutory authority or DOE regulation authorizing release.

The Freedom of Information Act regulations provide in Title 10, Code of Federal Regulations, Section 1004.8(a) that an appeal may be made from portions of this letter which constitute a denial to your request. Such appeal must be made in writing, within 30 days of receipt of the denial, to the Director, Office of Hearings and Appeals, HG-1, Department of Energy, 1000 Independence Avenue, S.W., Washington, D.C. 20585. Judicial review will thereafter be available to you: (1) in the district in where you reside; (2) where you have your principal place of business; (3) where the Department's records are situated; or (4) in the District of Columbia. The appeal should contain a concise statement of the grounds upon which it is brought and a description of the relief sought. Both the envelope and the letter must be clearly marked "Freedom of Information Appeal."

I am the official responsible for the above determination.

If you have any questions regarding the above, please call Ms. RoseAnn Pelzner, FOIA Officer, at (510)637-3195.

Sincerely,



Martin J. Domagala  
Deputy Manager  
FOIA Authorizing Official

Enclosures

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*Proposal to Provide:*

# **Technical Services in Support of DOE/OAK Office Programs**

**VOLUME I: OFFER, QUALIFICATION STATEMENT,  
AND OTHER DOCUMENTS**

## **ORIGINAL**

*Presented to:*

**Department of Energy  
Oakland Operations Office**

*In Response to:*

**Amended Sol. No. DE-RP03-93SF19686  
July 7, 1995**

---

*Presented by:*

**Advanced Data Concepts, Inc.**  
1500 NE Irving, Suite 310  
Portland, Oregon 97232-2183



*and*

**PAI**  
PAI Corporation

**BDM**  
BDM International



**Advanced Data Concepts, Inc**

1500 NE Irving  
Suite 310  
Portland, Oregon  
97232  
Phone 503 / 233-1220  
Fax 503 / 230-2517

July 7, 1995

Mr. David J. Tenca, Contracting Officer  
Department of Energy  
Oakland Operations Office  
Site Management Division  
1301 Clay Street  
Oakland, CA 94612-5208

Reference: RFP No. DE-RP03-93SF19686  
Technical Services in Support of DOE/OAK Office Programs

Dear Mr. Tenca:

Advanced Data Concepts, Inc. (ADC) and our teaming partners, PAI Corporation (PAI) and BDM International (BDM) are pleased to submit our revised proposal in response to this Solicitation.

Our submission comprises four separate volumes as specified in the RFP:

Volume I: Offer, Qualification Statement, and Other Documents (1 Original and 5 Copies)  
Volume II: Technical Proposal (1 Original and 8 Copies)  
Volume III: Business/Management Proposal (1 original and 9 Copies)  
Volume IV: Cost Proposal (1 Original and 10 Copies)

Our revised proposal demonstrates how we will perform and manage this work to meet the new requirements of the DOE Oakland Operations Office (DOE-OAK). During the last two years, DOE has been undergoing significant changes necessitated by new political and budget realities. The ADC Team members are current on these changes by virtue of their continued support to DOE programs and projects.

ADC provides support in safeguards and security at DOE Albuquerque Operations Office and has provided safeguards and security support to DOE-SF (now DOE-OAK). PAI Corporation is providing support in environmental safety, health and facility operations at DOE-OAK, Albuquerque, Oak Ridge, Richland, Savannah River, and Nevada. BDM is providing support in all SOW Task Areas to DOE Headquarters, EPA and private industry.

Our team has the expertise and skilled personnel needed to assist DOE-OAK to accomplish their Statement of Work (SOW) while emphasizing cost effectiveness and flexibility. DOE's need for increased economy and productivity heightens the value of the proven expertise, highly qualified personnel, and records of accomplishments the ADC Team brings to this contract.



Mr. David J. Tenca  
RFP No. DE-RP03-93SF19686  
July 7, 1995  
Page 2

The individual strengths of the proposed team members combine to create a dynamic partnership fueled by a powerful complement of technical, managerial, contract, and personnel expertise. Our shared commitments to excellence and strong DOE backgrounds offer a highly cohesive team, singularly qualified to provide the required services outlined in this solicitation.

The collective personal resources of our team offer DOE-OAK an impressive depth of specialized expertise and professionalism. ADC, PAI, and BDM are dedicated to ensuring that we will meet short-notice staffing requirements with the most qualified personnel available.

All three companies have a performance record of technical and managerial excellence, providing quality services that meet customers' schedules and budgets. Our support to DOE-OAK will focus on cost-effectiveness, ways to increase productivity, and continuous improvement.

I personally give to DOE-OAK my pledge, and my word of honor, that the ADC team will be totally committed to the success of this important contract. DOE-OAK will receive the benefits of our best efforts to the successful pursuit and performance of this contract.

We are excited about continuing our commitment to providing the Department of Energy at DOE-OAK with the level of excellence it has come to expect from Advanced Data Concepts, Inc., PAI Corporation, and BDM International.

Sincerely,

ADVANCED DATA CONCEPTS, INC.

Frank E. Rivera  
Chairman and Chief Executive Officer



# PAI

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**PAI CORPORATION**

116 Milan Way  
Oak Ridge, Tennessee 37830

Telephone (615) 483-0666 • Fax: (615) 481-0003

July 7, 1995

DIP/95-COR-285

Mr. Frank E. Rivera, Sr.  
Chairman & Chief Executive Officer  
Advanced Data Concepts, Inc.  
1500 Northeast Irving, Suite 310  
Portland, Oregon 97232

RE: RFP No. DE-RP03-93SF19686, Technical Services in Support of DOE/OAK Office Programs

Dear Mr. Rivera:

PAI Corporation is pleased to join Advanced Data Concepts, Inc. (ADC) in the resubmission of our proposed services to DOE/OAK in response to the above solicitation.

It has been a pleasure to work with you and your top-level managers on this important proposal, which will incorporate our current contract at DOE-OAK. I have also worked closely with my staff who are assigned to work with your proposal team. We have proposed specialists for this effort who have performed similar work successfully in the past with dedication.

PAI currently has an office in the Oakland area and is supporting DOE/OAK in the areas of environmental safety and health (ES&H), facility oversight, and engineering. The personnel we propose for this proposal will be available 100% of their time. In our eight offices across the country, we have many other employees who are highly qualified in terms of the technical areas of the RFP. We will make them available to the ADC Team to serve DOE/OAK as the need arises.

As President and CEO of PAI, I will commit the necessary resources that may be required to satisfy contractual commitments and objectives in a cost-effective manner.

We look forward to working with ADC, to serve DOE/OAK in this important endeavor.

Sincerely yours,



Doan L. Phung, Ph.D., P.E.  
President & CEO



BDM Federal, Inc.  
555 Quince Orchard Road  
Suite 400  
Gaithersburg, MD 20878  
(301) 212-6200

Direct Dial Number:  
301-212-6220

BDM/GAI-MEB-062802-95

June 28, 1995

Mr. Frank E. Rivera, Senior  
Chairman and Chief Executive Officer  
Advanced Data Concepts, Incorporated  
700 N.E. Multnomah, Suite 1100  
Portland, Oregon 97232-2183

Subject: Solicitation Number DE-RP03-93SF19686, Technical Support to Department of Energy, Oakland Office Programs

Dear Mr. Rivera:

BDM Federal Inc., is pleased to join the ADC Team in the submission of the enclosed proposal. As a company, BDM is committed to providing highly-qualified, dedicated support to ADC and the Department of Energy's Oakland Office. Immediately upon award of this contract, BDM employees will be made 100% available (full time) to support DOE Oakland Operations Office requirements.

BDM Federal has been involved in the management and conduct of large technical support service and Management and Operations contracts for the Department of Energy for many years. I am very interested in extending BDM's support to the DOE Oakland Operations Office because of its importance to the nation's environmental, energy and weapons objectives, and am equally pleased that the ADC Team has remained united and dedicated to meeting this challenge together. We look forward to working closely with you on this project as we have on many past projects.

Very truly yours,

BDM FEDERAL, INC.

Marcia E. Balestri  
Vice President,  
Environmental Technology Development

MEB:cwd

*Proposal to Provide:*

# Technical Services in Support of DOE/OAK Office Programs

## VOLUME I: OFFER, QUALIFICATION STATEMENT AND OTHER DOCUMENTS

*Presented to:*

Department of Energy  
Oakland Operations Office

*In Response to:*

*Amended Sol. No. DE-RP03-93SF19686  
July 7, 1995*

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this proposal.

*Presented by:*

Advanced Data Concepts, Inc.  
1500 NE Irving, Suite 310  
Portland, Oregon 97232-2183



*and*

**PAI**  
PAI Corporation

**BDM**  
BDM International



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**VOLUME I - OFFER, QUALIFICATION STATEMENT, AND OTHER DOCUMENTS**

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1.0 Qualification Statement . . . . .	1-1
2.0 Representations, Certifications, OCI Disclosure or Representations, and Other Statements of Bidders/Offerors . . . . .	2-1
3.0 Additional Information . . . . .	3-1
4.0 Signed Amendments . . . . .	4-1
5.0 Exceptions and Deviations . . . . .	5-1



**SOLICITATION, OFFER AND AWARD** 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) **PAYING** **PAGE OF** 1 | 147

2. CONTRACT NO. 3. SOLICITATION NO. 4. TYPE OF SOLICITATION 5. DATE ISSUED 6. REQUISITION NO.

DE-RP03-93SF19686  SEALED BID (IFB)  NEGOTIATED (RFP) 03-93SF19686.0

7. ISSUED BY CODE 8. ADDRESS OFFER TO (If other than Item 7)

U. S. Department of Energy  
San Francisco Operations Office  
1333 Broadway  
Oakland, CA 94612-1917

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and See Clause L 040 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, hand-carried, in the depository located in 7th Floor Mail Room--Room 700N until 3:00pm local time June 16, 1301 Clay Street, Oakland, CA 94612-5208 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME Helen Gladden, Executive Secretary B. TELEPHONE NO. (Include area code) (NO COLLECT CALL) (510)422-2600

**11. TABLE OF CONTENTS**

(V)	SEC.	DESCRIPTION	PAGE(S)	(V)	SEC.	DESCRIPTION	PA
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	3
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5-6	X	J	LIST OF ATTACHMENTS	9
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X	E	INSPECTION AND ACCEPTANCE	9-10	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	9
X	F	DELIVERIES OR PERFORMANCE	11-12	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	10
X	G	CONTRACT ADMINISTRATION DATA	13-17	X	M	EVALUATION FACTORS FOR AWARD	14
X	H	SPECIAL CONTRACT REQUIREMENTS	18-29				

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-233-8)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
N/A %	N/A %	N/A %	N/A

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
4	5/31/95		
5	6/14/95		

15A. NAME AND ADDRESS OF OFFEROR: Advanced Data Concepts, Inc. 1500 NE Irving, #310 Portland, OR 97232

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print): Frank E. Rivera Chairman

15B. TELEPHONE NO. (Include area code): (503)233-1220

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE: Frank E. Rivera

18. OFFER DATE: 7/6/95

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304(c)  41 U.S.C. 253(c)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA 28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SOLICITATION, OFFER AND AWARD** 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE OF 1 | 147

2. CONTRACT NO. 3. SOLICITATION NO. DE-RP03-93SF19686 4. TYPE OF SOLICITATION:  SEALED BID (IFB)  NEGOTIATED (RFPI) 5. DATE ISSUED 6. REQUISITION/PURCHAS NO. 03-93SF19686.00

7. ISSUED BY CODE U. S. Department of Energy  
San Francisco Operations Office  
1333 Broadway  
Oakland, CA 94612-1917 8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and See Clause L.040 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, handcarried, in the depository located in 7th Floor Mail Room-Room 700N until 3:00pm local time June 16, 1993  
1301 Clay Street, Oakland, CA 94612-5208 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME Helen Gladden, Executive Secretary B. TELEPHONE NO. (Include area code) (NO COLLECT CALL) (510)422-2600

**11. TABLE OF CONTENTS**

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X	C	DESCRIPTION/SPECS./WORK STATEMENT	5-6	X	J	LIST OF ATTACHMENTS	93
X	D	PACKAGING AND MARKING	7-8	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	9-10	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	95-
X	F	DELIVERIES OR PERFORMANCE	11-12	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	100-
X	G	CONTRACT ADMINISTRATION DATA	13-17	X	M	EVALUATION FACTORS FOR AWARD	140
X	H	SPECIAL CONTRACT REQUIREMENTS	18-29				

OFFER (Must be fully completed by offeror)

14. ACKNOWLEDGMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	1	5/19/93	3	6/22/93
	2	6/14/93		

15A. NAME AND ADDRESS OF OFFEROR: CODE FACILITY Advanced Data Concepts, Inc.  
700 NE Multnomah, #1100  
Portland, OR 97232

15B. TELEPHONE NO. (Include area code) (503) 233-1220

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) James A. Rivera  
President

17. SIGNATURE [Signature] 18. OFFER DATE 7/6/93

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304(c)(1)  41 U.S.C. 253(c)(1)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA 28. AWARD DATE

(Signature of Contracting Officer)

## 1.0 QUALIFICATIONS STATEMENT

Section 1.0 consist of the completed Attachment XV, as Amended, and a copy of the registration for our previous DOE-approved Classified Facility.



QUALIFICATION CRITERIA CERTIFICATE

1. I have an established office located at 2245-A SOUTH VASCO ROAD, LIVERMORE, CALIFORNIA which is located < 2 miles from Lawrence Livermore National Laboratory, Livermore, California.

2. I have presently employed, or have a Letter of Intent (LOI) from, the following personnel, all of whom have, or can obtain by the date of contract execution, a Department of Energy "L" or "Q" level security clearance:

<u>Position</u>	<u>Employed</u>	<u>LOI</u>	<u>Have</u> <u>L or Q</u>	<u>Can Obtain</u> <u>L or Q</u>
Physical Scientist/ Classification Specialist (2) (1 KEY POSITION only)				
<u>JAMES STUART</u>		✓	✓	
Program Manager/Business Manager (1) (KEY POSITION) <u>VITO MAGLIANO</u>		✓	✓	
Physical Scientist/MC&A/MNN (1)		✓	✓	
Environmental Engineer (1)	<u>PAI</u>		✓	
General Engineer	<u>PAI</u>		✓	
Nuclear Engineer (1)	<u>PAI</u>		✓	
Program Analyst (2)		✓	✓	
Word Processing/Office Automation/ Technical Assistant	<u>PAI</u>		✓	
Computer Specialist (2)	<u>BDM</u>			✓
Security Specialist (1)	<u>BDM</u>			✓
Foreign Visits & Assignments/ Foreign Travel Clerk/ Safeguards and Security Training Clerk/ Security Assistant (1)		✓	✓	

(Rev. June 14, 1995)

<u>Position</u> <u>Name of Key Individual</u>	<u>Employed</u>	<u>LOI</u>	<u>Have</u> <u>L or O</u>	<u>Can Obtain</u> <u>L or O</u>
Classified Document Control Center (CDCC) Task Manager (1) (KEY POSITION) <u>NORMA DEL GAUDIO</u>			<u>✓</u>	<u>✓</u>
Administrative Assistant/Technical Support/Management Analyst (2)			<u>✓</u>	<u>✓</u>
Legal Research Assistant/Law Library Administrator (1)			<u>✓</u>	<u>✓</u>
Patent Paralegal/ Patent Administrator (1)			<u>✓</u>	<u>✓</u>
Classified Computer Security Specialist (2)	<u>BDM</u>			

3. I ( ) have, (✓) have demonstrated proof of the ability to obtain a DOE-Approved Classified facility.

CERTIFICATION:

Acting on behalf of the offeror, I certify that as of JULY 7, 1997, the above information is true and accurate.

5

Frank E. Rivera (Name)

Chairman (Position)

San Francisco Operations Office  
Safeguards and Security Division  
SAN Facility Register

Date: 1/10/92



Proprietary Note: Use or disclosure of proposal data is subject to the restrictions on the title page of this proposal.

Facility: ADVANCED DATA CONCEPTS, INC.

Site ID #: 0322

Address: 2271 South Vasco Road  
Suite D  
Livermore, CA 94550

Importance Rating: C

Date of Last Survey: Nov 20, 1991

Classified Mailing Address:

ADC, INC.  
P. O. BOX 2162  
Livermore, CA 94550  
USE REGISTERED MAIL ONLY

Security Officer's Name: Ralph Kurtzman  
(510) 443-6202

Responsible Office: SF

Surveying Office: SF

Other Interests: NONE

## 2.0 REPRESENTATIONS AND CERTIFICATIONS

The ADC Team makes no revisions to the Representations and Certifications submitted in our original proposal.





**Advanced Data Concepts, Inc**

1500 NE Irving  
Suite 310  
Portland, Oregon  
97232  
Phone 503 / 233-1220  
Fax 503 / 230-2517

August 15, 1995

Ms. Aundra Richards  
U.S. Department of Energy  
Oakland Operations Office  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208

Dear Ms. Richards,

As you requested, I am enclosing copies of the Representations and Certifications for ADC and our subcontractors, PAI and BDM, which were part of our original proposal submitted on July 6, 1993.

Just let us know if you need anything else. We're looking forward to meeting you soon.

Very truly yours,  
ADVANCED DATA CONCEPTS, INC.

Estelle Bollinger  
Director of Marketing

Enclosure  
via Federal Express Overnight

cc: Mr. Stephen W. Moses, General Manager

2.0 REPRESENTATIONS, CERTIFICATIONS, OCI DISCLOSURE OR REPRESENTATIONS,  
AND OTHER STATEMENTS OF BIDDERS/OFFERORS

Representations, Certifications, OCI  
Disclosure or Representations, and other  
statements have been separated by dividers for  
each ADC Team member, in the following  
order:

- ADC (2.1)
- PAI (2.2)
- BDM (2.3)



U.S. DEPARTMENT OF ENERGY  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF BIDDERS/OFFERORS

SOLICITATION NO. DE- 3903-93SF10626

## SECTION K

Various statutes and regulations require Federal agencies to obtain certain representations, certifications, and other statements from bidders/offers in connection with the award of contracts. To this end, all bidders/offers submitting a bid/proposal in response to this solicitation must complete items 1 through 8 and item 43, and either items 9 and 10 or items 11 through 13 of the form, depending on the method of solicitation. Additional representations and certifications (items 14 through 42) must be completed by the bidder/offeror if required by the solicitation, as indicated by the placement of an "X" to the right of the numerical designation for the item.

1. Contingent Fee Representation and Agreement (APR 1984) (FAR 52.203-4)
2. Taxpayer Identification (SEP 1992) (FAR 52.204-3)
3. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAY 1989) (FAR 52.206-6)
4. Small Business Concern Representation (JAN 1981) (FAR 52.218-1)
5. Small Disadvantaged Business Concern Representation (FEB 1990) (FAR 52.218-2)
6. Women-Owned Small Business Representation (APR 1984) (FAR 52.218-3)
7. Certification of Nonsegregated Facilities (APR 1984) (FAR 52.222-21)
8. Previous Contracts and Compliance Reports (APR 1984) (FAR 52.222-22)

IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 9 AND 10.

9. Type of Business Organization - Sealed Bidding (JUL 1987) (FAR 52.214-2)
10. Place of Performance - Sealed Bidding (APR 1984) (FAR 52.214-14)

IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEMS 11, 12, AND 13.

11. Type of Business Organization (JUL 1987) (FAR 52.215-6)
12. Authorized Negotiators (APR 1984) (FAR 52.215-11)
13. Place of Performance (APR 1984) (FAR 52.215-20)

COMPLETE ITEMS 14 THROUGH 42 ONLY IF INDICATED.

14. \_\_\_\_\_ Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-18)
15. \_\_\_\_\_ Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-21)
16. \_\_\_\_\_ Certificate of Independent Price Determination (APR 1983) (FAR 52.203-2)
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21. \_\_\_\_\_ Economic Purchase Quantity/Supplies (AUG 1987) (FAR 52.207-4)
22. \_\_\_\_\_ Jewel Bearings and Related Items Certificate (APR 1984) (FAR 52.208-2)
23.  Organizational Conflicts of Interest - Disclosure or Representation (APR 1984) (DEAR 952.209-70)
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25. \_\_\_\_\_ Annual Representations and Certifications\*Sealed Bidding (DEC 1988) (FAR 52.214-20)
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27. \_\_\_\_\_ Certification of Commercial Pricing for Parts or Components (AUG 1991) (FAR 52.215-32)
28. \_\_\_\_\_ Annual Representations and Certifications\*Negotiation (DEC 1988) (FAR 52.215-35)
29. \_\_\_\_\_ Walsh-Healey Public Contracts Act Representation (APR 1984) (FAR 52.222-18)
30.  Affirmative Action Compliance (APR 1984) (FAR 52.222-25)
31. \_\_\_\_\_ Exemption from Application of Service Contract Act Provisions (MAY 1992) (FAR 52.222-27)
32. \_\_\_\_\_ Clean Air and Water Certificate (APR 1984) (FAR 52.222-1)
33. \_\_\_\_\_ Recovered Material Certificate (APR 1984) (FAR 52.222-4)
34. \_\_\_\_\_ Certification Regarding a Drug-Free Workplace (JUL 1990) (FAR 52.223-5)
35. \_\_\_\_\_ Buy American Certificate (DEC 1989) (FAR 52.225-1)
36. \_\_\_\_\_ Balance of Payments Program Certificate (APR 1985) (FAR 52.225-6)
37. \_\_\_\_\_ Patents/Notice of Government Licensee (APR 1984) (FAR 52.227-7)
38.  Representation of Limited Rights Data and Restricted Computer Software (JUN 1987) (FAR 52.227-15)
39. \_\_\_\_\_ Royalty Payments (APR 1984) (DEAR 952.227-81)
40. \_\_\_\_\_ Cost Accounting Standards Notices and Certification (AUG 1992) (FAR 52.230-1)
41. \_\_\_\_\_ Permits, Authorities, or Franchises (APR 1984) (FAR 52.247-2)
42. \_\_\_\_\_ Certification Regarding Workplace Substance Abuse Programs at DOE Sites (AUG 1992) (DEAR 970.3204-87)
43. Signature/Certification.

**U.S. DEPARTMENT OF ENERGY**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**  
**OF BIDDERS/OFFERORS**  
**SOLICITATION NO. DE- RPO3-93SF19686**  
**SECTION K**

**1. Contingent Fee Representation and Agreement (APR 1984) (FAR 52.203-4)**

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror-

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.] (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and

(2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer-

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

**2. Taxpayer Identification (SEP 1992) (FAR 52.204-3)**

(a) Definitions.

"Common parent," as used in this solicitation 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.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 93-0901780

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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other State basis: \_\_\_\_\_

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**3. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAY 1987) (FAR 52.209-5)**

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

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which as its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) **Qualified groups.** The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

**6. Women-Owned Small Business Representation (APR 1984) (FAR 52.219-2)**

(a) **Representation.** The offeror represents that it [ ] is, [X] is not a women-owned small business concern.

(b) **Definitions.**

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field or operation in which it is bidding on Government contracts, and qualified as small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

**7. Certification of Nonsegregated Facilities (APR 1984) (FAR 52.222-21)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will—

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractors will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

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

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

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

**8. Previous Contracts and Compliance Reports (APR 1984) (FAR 52.222-22)**

The offeror represents that—

(a) If [X] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) If [X] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 9 AND 10.**

**9. Type of Business Organization - Sealed Bidding (JUL 1987) (FAR 52.214-2)**

The bidder, by checking the applicable box, represents that—

(b) (Complete only if Offeror has certified itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation).

The Offeror represents and certifies as part of its offer that it  is,  is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range).

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following)

No. of employees	Avg. annual gross revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**15. Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-21)**

(Complete only if the Offeror has certified itself under the provision at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror represents and certifies as follows:

Offeror's number of employees for the past 12 months (check the column if size standard stated in solicitation is expressed in term of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following).

No. of employees	Avg. annual gross revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**16. Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)**

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

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

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

\_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

**18. Requirement for Certificate of Procurement Integrity (NOV 1990) (FAR 52.203-4, ALTERNATE B) (OTHER THAN SEALED BIDDING)**

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

**CERTIFICATE OF PROCUREMENT INTEGRITY**

(1) I, Gary Sheldon [Name of certifier, am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement DE-RP03-93SP19686 (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of Advanced Data Concepts [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

None

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the officer or employee responsible for the offer and date

Gary Sheldon 7-6-93

Typed name of the officer or employee responsible for the offer

Gary Sheldon  
DIRECTOR OF CONTRACTS

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

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 TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order, prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 18.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate

of information which responds to these questions and which was submitted to other Government agencies may be submitted as responses to these questions if the earlier responses are accurate, complete, and current.

Question	Yes	No
<p>1. Does a foreign interest own or have beneficial ownership in 8% or more of your organization's voting securities?</p> <p>(Identify the percentage of any class of shares or other securities issued which are owned by foreign interests, listed by country. If you answer "Yes" and have received from an investor a copy of Schedule 13D and/or Schedule 13G filed by the investors with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>2. Does your organization own 10% or more of any foreign interest?</p> <p>(Furnish the name of the foreign interest, address by country, and the percentage owned. Include name and title of officials of your organization who occupy positions with the foreign interest, if any.)</p>		
<p>3. Do any foreign interests have management positions such as directors, officers, or executive personnel in your organization?</p> <p>(Furnish full information concerning the identity of the foreign interest and the position he/she holds in your organization.)</p>		
<p>4. Does any foreign interest control or influence, or is any foreign interest in a position to control or influence the election, appointment, or tenure of any of your directors, officers, or executive personnel?</p> <p>(Identify the foreign interest(s) and furnish full details concerning the control or influence.)</p>		
<p>5. Does your organization have any contracts, binding agreements, understandings, or arrangements with a foreign interest(s) that cumulatively represent 10% or more of your organization's gross income?</p> <p>(Furnish the name of the foreign interest, country, nature of agreement or involvement. Agreements include licensing, sales, patent exchange, trade secrets, agency, cartel, partnership, joint venture, proxy, etc. Give overall percentage by country as related to total income and type of services or products in general terms. If you answer "Yes" and have received from the foreign interest a copy of Schedule 13D and/or Schedule 13G filed by the foreign interest with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>6. Is your organization indebted to foreign interests?</p> <p>(Furnish the amount of indebtedness as related to the current assets of the organization and identify the creditor. Include specifics as to the type of indebtedness and what, if any, collateral, including voting stock, has been furnished or pledged. If any debentures are convertible, specifics about the indebtedness, collateral, if any, and what will be received after conversions are to be furnished.)</p>		
<p>7. Does your organization derive any income from Communist countries included in Country Groups Q, S, W, Y, and Z in Supplement No. 1 in 15 CFR Part 770?</p> <p>(Discuss in detail any income derived from Communist countries, including percentage from each such country as related to total income, and the type of services or products involved.)</p>		

**CONTENTS REVIEW**  
Please Review Before Submitting

Prior to submitting an FOCI submission, the offeror shall review the submission to ensure that:

- (1) If the offeror is owned by a parent organization(s), the FOCI representations and certification have been attached for all tier parents, i.e., ultimate parent and any intervening levels of ownership. Each certification must be signed and dated by an authorized official of the respective organization.
- (2) If the offeror is a publicly traded company or a subsidiary of another corporation, the contractor and all tier parents have submitted the following information in addition to the executed FOCI representations and certification:
  - (a) the ultimate parent has submitted its most recent Annual Report, most recent Proxy Statement for its annual meeting of stockholders, and its Securities and Exchange Commission 10-K Report.
  - (b) subsidiaries have submitted separate consolidated financial information for their organization and all their wholly-owned and/or majority-owned subsidiaries and affiliates.
  - (c) the offeror and all tier parents have submitted a list identifying their respective organization's officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.
- (3) If the offeror is a privately owned company, the following information has been provided in addition to the executed FOCI representations and certification:
  - (a) Consolidated financial information for their organization and all their wholly- and/or majority-owned subsidiaries and affiliates.
  - (b) a list identifying the organization's owners, officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.

Note: If any of these documents are missing, the contracting officer cannot complete award of the contract.

(d) Prior to award of a contract under this solicitation, the DOE must determine that award of the contract to the offeror/bidder will not pose an undue risk to the common defense and security as a result of its access to classified information or a significant quantity of special nuclear material in the performance of the contract. In making the determination, the contracting officer may consider a voting trust or other arrangements proposed by the offeror/bidder to mitigate or avoid FOCI. The contracting officer may require the offeror/bidder to submit such additional information as deemed pertinent to this determination.

(e) The offeror/bidder shall require any subcontractors having access to classified information or a significant quantity of special nuclear material to submit the certifications in (c) above directly to the DOE contracting officer.

(f) Information submitted by the offeror/bidder in response to the questions in (c) above is to be used solely for purposes of evaluating foreign ownership, control, or influence and shall be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

**21. Economic Purchase Quantity Supplies (AUG 1987) (FAR 52.207-4)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different points, this information is desired as well.

**OFFEROR RECOMMENDATIONS**

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

**24. Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-10)**

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of \_\_\_\_\_ calendar days (the Contracting Officer shall insert the number of days).

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder offers the following acceptance period: \_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

**25. Annual Representations and Certifications--Sealed Bidding (DEC 1988) (FAR 52.214-30)**

The bidder certifies that annual representations and certifications (check the appropriate block):

(a) Dated \_\_\_\_\_ [insert date of signature of submission], which are incorporated herein by reference, have been submitted to the contracting officer issuing this solicitation and that the submittal is current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

(b) Are enclosed.

**26. Period For Acceptance of Offer (APR 1984) (FAR 52.215-18)**

In compliance with the solicitation, the offeror agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

**27. Certification of Commercial Pricing For Parts or Components (AUG 1991) (FAR 52.215-32)**

(a) Definitions.

"Lowest commercial price", as used in this clause, means the lowest price at which a sale was made to the general public of a particular part or component. The term does not include the price at which a sale was made to -

- (1) Any agency of the United States;
- (2) Customers located outside the United States; or
- (3) A subsidiary, affiliate, or parent business organization of the contractor, or any other branch of the same business entity.

"Part or component", as used in this clause, means any individual part, component, subassembly, assembly or subsystem integral to a major system, and other property which may be replaced during the service life of the system, and includes spare parts and replenishment spare parts, but does not include packaging or labeling associated with shipment or identification of a part or component.

(b) Submission requirements. The Offeror/Contractor shall execute and submit to the Contracting Officer the following certificate with any offer/proposal as required by FAR 15.813-4 when requested by the Contracting Officer.

**Certificate of Commercial Pricing for Parts or Components**

(1) Unless justified in subparagraph (b)(2) of this clause, by submission of this offer/proposal, the Offeror/Contractor certifies that, to the best of its knowledge and belief, the prices offered for those parts or components (whether or not separately identified) that the Contractor offers for sale are no higher than the lowest commercial price at which such items were sold to the public during the most recent regular monthly, quarterly, or other period for which sales data are reasonably available, provided that in no event shall this period be less than 1-month in duration. (2) All parts or components for which prices offered are higher than the lowest commercial price referred to in subparagraph (b)(1) of this certificate are identified below (including the amounts by which such offered prices are higher) and a written justification for the differences is attached (list as necessary):

Part or Component	Price Difference
_____	_____
_____	_____
_____	_____
_____	_____
Offer/Proposal No. _____	
Time period for sales data _____	
Firm _____	
Type name and signature _____	
Title _____	
Date _____	

(End of certificate)

**34. Certification Regarding a Drug-Free Workplace (JUL 1997) (FAR 52.223-5)**

"Controlled substance" means a controlled substance in schedules I through V or section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing a drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision 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 Title 18, United States Code, Section 1001.

**35. Buy American Certificate (DEC 1989) (FAR 52.225-1)**

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

( ) The contract price includes an amount for royalty payments expected to be made in connection with the proposed award. The Offeror shall set forth below: (1) the amount of each payment, (2) the names of the licensee, (3) either the patent numbers involved or such other information as will permit identification of the patents and patent applications and the basis on which royalties will be paid.

#### 48. Cost Accounting Standards Notices and Certification (AUG 1992) (FAR 52.230-1)

Note: This notice does not apply to small businesses or foreign governments.

This notice is in four parts, identified by Roman numerals I through IV.

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

##### I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR, Parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the 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 cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor.

(Disclosure must be Form Number CASB-DS-1. Forms may be obtained from the cognizant ACO.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

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

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

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

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

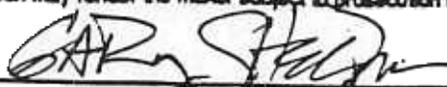
##### II. COST ACCOUNTING STANDARDS—EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS

If this proposal is expected to result in the award of a contract of \$500,000 or less, the offeror shall indicate whether the exemption below is claimed. Failure to check the box below shall mean that the resultant contract is subject to CAS requirements or that the offeror elects to comply with such requirements.

The offeror hereby claims an exemption from the CAS requirements under the provisions of 48 CFR, Subpart 9903.201(b)(2).

43. Signature/Certification

By signing below, the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, scottious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.



Signature of the Officer or Employee  
Responsible for the Bid/Offer

7-6-93

Date of Execution

Gary Sheldon, Director of Contracts

Typed Name and Title of the Officer or Employee  
Responsible for the Bid/Offer

Advanced Data Concepts, Inc.

Name of Organization

700 NE Multnomah, Suite 1100

Portland, OR 97232

Address of Organization

DE-RF03-93SF19686

SOLICITATION NUMBER

COMPLETE ONE OR THE OTHER BUT NOT BOTH  
Contract/Proposal/RFP# DE- RP03-93SF19686

OCI REPRESENTATION STATEMENT

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

Signature: *Gary Sheldon* Date: 7/6/93  
Name: Gary Sheldon Organization: Advanced Data Concepts, Inc.  
Title: Director of Contracts

OCI DISCLOSURE STATEMENT

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, all relevant facts—concerning past, present or currently planned interests or activities (financial, contractual, organizational or otherwise) which relate to the proposed work and bear on whether I have (or the organization has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair <sup>2/</sup> competitive advantage—are fully disclosed on the attached      page(s) and formatted to show:

- o For ease of presentation, divide following data into four parts: Organizational, contractual, financial, other;
- o The company, agency, organization in which you have a past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise);
- o A brief description of relationship;
- o A period of relationship;
- o The extent of relationship (e.g., value of financial interest of work; percent~~of~~ total holdings, total work, etc.).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Organization: \_\_\_\_\_  
Title: \_\_\_\_\_

2/ An unfair competitive advantage does not include the normal flow of benefits from the performance of the contract.

Name of Person  
or Organization: Advanced Data Concepts, Inc.

OCI QUESTIONNAIRE

Contract/Proposal/RFP# OG-RP03-93SF19686

1. Will you (or your organization) be involved in the performance of any portion of proposed work?  
 No.  
 Yes. The portion of the proposed work; the proposed hours and dollar value; and the type of involvement are fully disclosed on the attached pages.
2. What is (are) the major type(s) of business conducted by you (or your organization)? Please reply on the attached pages.
3. Do you (or your organization) have any affiliates 3/?  
 No.  
 Yes. The name and a description of the major type(s) of business that each affiliate conducts is disclosed on the attached pages.
4. Will any of the following be involved in performing the proposed work: (a) any entities owned or represented by you (or your organization); (b) your organization's Chief Executive; any of its directors; or (c) any affiliates 3/?  
 No.  
 Yes. A full disclosure and discussion is given in the attached pages.
5. Are you (or your organization) an energy concern 3/?  
 No.  
 Yes. A full disclosure and discussion is given on the attached pages.
6. Do you (or your organization) have a direct or indirect relationship (financial, organizational, contractual or otherwise) with any business entity which could be affected in any way by the proposed work?  
 No.  
 Yes. List the business entity(ies) showing the nature of your relationship and how it would be affected by the proposed work.

3/ See Definitions in this attachment

Name of Person  
or Organization: Advanced Data Concepts, Inc.

OCI QUESTIONNAIRE

7. What percentage of your total income for the current and preceding fiscal years resulted from arrangements with any of the entities identified in Question 6 above?

NA% For the current fiscal year—lasting from  / /  to  / / .

NA% For the preceding fiscal year—lasting from  / /  to  / / .

8. Do you (or your organization) currently have or have you had during the last six (6) years any arrangements (for example, contracts, subcontracts, consultant agreements, cooperative agreements) awarded, administered, or funded—wholly or partly—by the Department of Energy or any other Federal Agency which relate to the proposed Statement of Work?

No.

Yes. A full disclosure and discussion is given on the attached pages.

9. Do you (or your organization) have or have you ever had any contracts, agreements, special clauses, or other arrangements which prohibit you (or your organization) from proposing work to be performed in this solicitation or any portion thereof?

No.

Yes. A full disclosure and discussion is given on the attached pages.

10. Do you (or your organization) have any involvement with or interest (direct or indirect) in technologies which are or may be subjects of the contract, or which may be substitutable for such technologies?

No.

Yes. A full disclosure and discussion is given on the attached pages.

11. Could you (or your organization) in either your private or Government business pursuits utilize information acquired in the performance of the proposed work; such as:

(a) Data generated under the contract?

(b) Information concerning DOE plans and programs?

(c) Confidential and proprietary data of others?

No.

Yes. A full disclosure and discussion is given on the attached pages.

Name of Person  
or Organization: Advanced Data Concepts, Inc.

OCI QUESTIONNAIRE

12. Under the proposed work, will you (or your organization) evaluate or inspect your own services or products, or the services or products of any other entity that has a relationship (e.g., client, organizational, financial, or other) with you (or your organization). This could include evaluating or inspecting a competitor's goods and services.

No.

Yes. A full disclosure and discussion is given on the attached pages.

13. To avoid what you perceive as a possible organizational conflict of interest, do you (or your organization) propose to: exclude portions of the proposed work; employ special clauses; or take other measures?

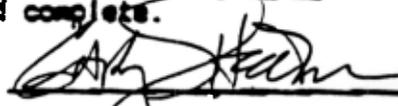
No.

Yes. A full discussion is given on the attached pages.

No possibility of an organizational conflict of interest is perceived. This answer is briefly justified on the attached pages.

I hereby certify that I have authority to represent my organization, if applicable, and that — to the best of my knowledge and belief — the facts and representations presented on the three pages of this questionnaire and on the 1 pages of the attachment to it are accurate and complete.

Signature:



Date: 7/6/93

Name:

Gary Sheldon

Organization:

Advanced Data  
Concepts, Inc.

Title:

Director of Contracts



## OCI QUESTIONNAIRE RESPONSES

- 1) ADC will perform Safeguards and Security, Business Management, and Operations Support, and overall contract management.  
  
\$11,919,344 (including fee + travel ODCs)  
  
229,500 estimated hours
  
- 2) Safeguards and Security Program Management; Information Systems Engineering, Development and Integration; Computer Facilities Management and Operations; Technical Support Services; Administrative Support Services.
  
- 8) ADC was the incumbent Safeguards and Security contractor on DE-AC03-88SF17290 through June 30, 1993.
  
- 13) The ADC Program Manager is responsible for avoidance of Organizational Conflict of Interest. ADC will maintain an OCI data base to track ADC staff, as well as our subcontractors and consultants, for possible OCI in any new or proposed work.

U.S. DEPARTMENT OF ENERGY  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF BIDDERS/OFFERORS  
OF BIDDERS/OFFERORS

SOLICITATION NO. DE- 3903-93SF19686

## SECTION K

Various statutes and regulations require Federal agencies to obtain certain representations, certifications, and other statements from bidders/offerors in connection with the award of contracts. To this end, all bidders/offerors submitting a bid/proposal in response to this solicitation must complete items 1 through 8 and item 43, and either items 9 and 10 or items 11 through 13 of the form, depending on the method of solicitation. Additional representations and certifications (items 14 through 42) must be completed by the bidder/offeror if required by the solicitation, as indicated by the placement of an "X" to the right of the numerical designation for the item.

1. Contingent Fee Representation and Agreement (APR 1984) (FAR 52.203-4)
2. Taxpayer Identification (SEP 1992) (FAR 52.204-3)
3. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAY 1989) (FAR 52.209-5)
4. Small Business Concern Representation (JAN 1991) (FAR 52.219-1)
5. Small Disadvantaged Business Concern Representation (FEB 1990) (FAR 52.219-2)
6. Women-Owned Small Business Representation (APR 1984) (FAR 52.219-3)
7. Certification of Nonsegregated Facilities (APR 1984) (FAR 52.222-21)
8. Previous Contracts and Compliance Reports (APR 1984) (FAR 52.222-22)

IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 9 AND 10.

9. Type of Business Organization - Sealed Bidding (JUL 1987) (FAR 52.214-2)
10. Place of Performance - Sealed Bidding (APR 1984) (FAR 52.214-14)

IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEMS 11, 12, AND 13.

11. Type of Business Organization (JUL 1987) (FAR 52.215-6)
12. Authorized Negotiators (APR 1984) (FAR 52.215-11)
13. Place of Performance (APR 1984) (FAR 52.215-20)

COMPLETE ITEMS 14 THROUGH 42 ONLY AS INDICATED.

14. \_\_\_\_\_ Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-19)
15. \_\_\_\_\_ Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-21)
16. \_\_\_\_\_ Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)
17. \_\_\_\_\_ Requirement for Certificate of Procurement Integrity (NOV 1990) (FAR 52.203-8) (SEALED BIDDING)
18. X \_\_\_\_\_ Requirement for Certificate of Procurement Integrity (NOV 1990) (FAR 52.203-8, ALTERNATE I) (OTHER THAN SEALED BIDDING)
19. X \_\_\_\_\_ Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11) (DEVIATION)
20. \_\_\_\_\_ Foreign Ownership, Control, or Influence Over Contractor (APR 1992) (DEAR 952.204-70)
21. \_\_\_\_\_ Economic Purchase Quantity Supplies (AUG 1987) (FAR 52.207-4)
22. \_\_\_\_\_ Jewel Bearings and Related Items Certificate (APR 1984) (FAR 52.208-2)
23. X \_\_\_\_\_ Organizational Conflict of Interest - Disclosure or Representation (APR 1984) (DEAR 952.209-70)
24. \_\_\_\_\_ Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-18)
25. \_\_\_\_\_ Annual Representations and Certifications - Sealed Bidding (DEC 1989) (FAR 52.214-30)
26. \_\_\_\_\_ Period For Acceptance of Offer (APR 1984) (FAR 52.215-19)
27. \_\_\_\_\_ Certification of Commercial Pricing for Parts or Components (AUG 1991) (FAR 52.215-22)
28. \_\_\_\_\_ Annual Representations and Certifications - Negotiation (DEC 1989) (FAR 52.215-35)
29. \_\_\_\_\_ Walsh-Healey Public Contracts Act Representation (APR 1984) (FAR 52.222-19)
30. X \_\_\_\_\_ Affirmative Action Compliance (APR 1984) (FAR 52.222-25)
31. \_\_\_\_\_ Exemption from Application of Service Contract Act Provisions (MAY 1989) (FAR 52.222-27)
32. \_\_\_\_\_ Clean Air and Water Certification (APR 1984) (FAR 52.223-1)
33. \_\_\_\_\_ Recovered Material Certification (APR 1984) (FAR 52.223-4)
34. \_\_\_\_\_ Certification Regarding a Drug-Free Workplace (JUL 1990) (FAR 52.223-5)
35. \_\_\_\_\_ Buy American Certificate (DEC 1989) (FAR 52.225-1)
36. \_\_\_\_\_ Balance of Payments Program Certificate (APR 1985) (FAR 52.225-4)
37. \_\_\_\_\_ Patent Notice of Government Licensee (APR 1984) (FAR 52.227-7)
38. X \_\_\_\_\_ Representation of Limited Rights Data and Restricted Computer Software (JUN 1987) (FAR 52.227-15)
39. \_\_\_\_\_ Royalty Payments (APR 1984) (DEAR 952.227-41)
40. \_\_\_\_\_ Cost Accounting Standards Notices and Certification (AUG 1992) (FAR 52.230-1)
41. \_\_\_\_\_ Permits, Authorities, or Franchises (APR 1984) (FAR 52.247-2)
42. \_\_\_\_\_ Certification Regarding Workplace Substance Abuse Programs at DCE Sites (AUG 1992) (DEAR 970.3204-87)
43. \_\_\_\_\_ Signature/Certification.

U.S. DEPARTMENT OF ENERGY  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF BIDDERS/OFFERORS  
SOLICITATION NO. DE- RPO3-935F19686  
SECTION K

1. Contingent Fee Representation and Agreement (APR 1984) (FAR 52.203-4)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror—

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.] (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and

(2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer—

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

2. Taxpayer Identification (SEP 1992) (FAR 52.204-3)

(a) Definitions.

"Common parent," as used in this solicitation 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.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 62-1169929

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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other State basis: \_\_\_\_\_

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

3. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAY 1989) (FAR 52.209-5)

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

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

(B) Have ( ) have not (X) within a 3-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, or receiving stolen property; and

(C) Are ( ) are not (X) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(B) of this provision.

(f) The Offeror has ( ) has not (X) within a 3 year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer II, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### 4. Small Business Concern Representation (JAN 1991) (FAR 52.219-1)

(a) **Representation.** The offeror represents and certifies as part of its offer that it (X) is, ( ) is not a small business concern and that (X) all, ( ) not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) **Definition.** "Small business concern," as used in this provision, 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 size standards in this solicitation.

(c) **Notice.** Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern 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.

#### 8. Small Disadvantaged Business Concern Representation (FEB 1990) (FAR 52.219-2)

(a) **Representation.** The offeror represents that it (X) is, ( ) is not a small disadvantaged business concern.

(b) **Definitions.**

"Asian-Pacific Americans," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian Tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, 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 and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which as its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

#### 6. Women-Owned Small Business Representation (APR 1984) (FAR 52.219-3)

(a) Representation. The offeror represents that it  is,  is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field or operation in which it is bidding on Government contracts, and qualified as small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

#### 7. Certification of Nonsegregated Facilities (APR 1984) (FAR 52.222-21)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will—

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractors will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

#### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

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

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

#### 8. Previous Contracts and Compliance Reports (APR 1984) (FAR 52.222-22)

The offeror represents that—

(a) It  has,  has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It  has,  has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 9 AND 10.

#### 9. Type of Business Organization - Sealed Bidding (JUL 1987) (FAR 52.214-2)

The bidder, by checking the applicable box, represents that—

(a) It operates as  a corporation incorporated under the laws of the State of \_\_\_\_\_,  an individual,  a partnership,  a nonprofit organization, or  a joint venture; or  
 (b) If the bidder is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization, or  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (country)

10. Place of Performance - Sealed Bidding (APR 1984) (FAR 52.214-14)

(a) The bidder, in the performance of any contract resulting from this solicitation,  intends,  does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEMS 11, 12, AND 13.

11. Type of Business Organization (JUL 1987) (FAR 52.215-6)

The offeror or quoter, by checking the applicable box, represents that-

(a) It operates as  a corporation incorporated under the laws of the State of TENNESSEE,  an individual,  a partnership,  a nonprofit organization, or  a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization, or  a joint venture, or  a corporation, registered for business in N/A (country)

12. Authorized Negotiators (APR 1984) (FAR 52.215-11)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

CHARLES R. BOARDMAN, EXEC. VICE PRES, (615) 483-0666

BRUCE P. BOWLAND, CHIEF FINANCIAL OFFICER, (615) 483-0666

DOAN L. PHUNG, PRESIDENT, (615) 483-0666

13. Place of Performance (APR 1984) (FAR 52.215-20)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation,  intends,  does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror

Livemore Office

Advantech Data Concepts Inc

COMPLETE ITEMS 14 THROUGH 42 ONLY AS INDICATED.

14. Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-18)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if Offeror has certified itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation).

The Offeror represents and certifies as part of its offer that it [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range).

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following)

No. of employees	Avg. annual gross revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**1E. Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-21)**

(Complete only if the Offeror has certified itself under the provision at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror represents and certifies as follows:

Offeror's number of employees for the past 12 months (check the column if size standard stated in solicitation is expressed in term of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following).

No. of employees	Avg. annual gross revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**1F. Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)**

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

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

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

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

17. Requirement for Certificate of Procurement Integrity (NOV 1990) (FAR 52.203-8) (SEALED BIDDING)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, \_\_\_\_\_ [Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement \_\_\_\_\_ (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of \_\_\_\_\_ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the officer or employee responsible for the offer and date \_\_\_\_\_

Typed name of the officer or employee responsible for the offer \_\_\_\_\_

\* Subsections (27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

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 TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c)(1) For procurements using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see Subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in subparagraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

18. Requirement for Certificate of Procurement Integrity (NOV 1990) (FAR 52.203-4, ALTERNATE I) (OTHER THAN SEALED BIDDING)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, BRUCE P. BOWLAND [Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement DE-RPO3-935-F1966 (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of PAE CORPORATION [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

NONE

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the officer or employee responsible for the offer and date [Signature] 6/30/93

Typed name of the officer or employee responsible for the offer BRUCE P. BOWLAND

\* Subsections (27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

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 TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate

value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in subparagraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

#### 19. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11) (DEVIATION)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) 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 his or her behalf in connection with the awarding of a contract resulting from this solicitation.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352 title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form 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.

#### 20. Foreign Ownership, Control, or Influence Over Contractor (APR 1993) (DEAR 952.204-73)

[NOTE: Offerors, and if applicable, parent organizations, who have (1) submitted this information previously; (2) received an affirmative FOCI clearance determination within the past five years; and (3) experienced no changes to the FOCI submissions previously filed need only have an authorized official of the respective organization complete the alternate certification to that effect at the end of this representations and certifications, identifying the DOE office to which they provided the information and the date of the prior representations and certifications. Failure to furnish the information upon request will render the offeror ineligible for award.]

(a) For purposes of this provision, a foreign interest is defined as any of the following:

(1) A foreign government or foreign government agency;

(2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;

(3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation, or person; or

(4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or significant quantity of special nuclear material as defined in 10 CFR Part 710 may result.

(c) If the offeror/bidder has not previously submitted responses to the following questions to DOE as part of the facility security clearance process, then it shall answer the following questions. Answer each question in either the "yes" or "no" column. If the answer is yes, furnish in detail on a separate sheet of paper all the information requested in parentheses. Copies

of information which responds to these questions and which was submitted to other Government agencies may be submitted as responses to these questions if the earlier responses are accurate, complete, and current.

Question	Yes	No
<p>1. Does a foreign interest own or have beneficial ownership in 6% or more of your organization's voting securities?</p> <p>(Identify the percentage of any class of shares or other securities issued which are owned by foreign interests, listed by country. If you answer "Yes" and have received from an investor a copy of Schedule 13D and/or Schedule 13G filed by the investors with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>2. Does your organization own 10% or more of any foreign interest?</p> <p>(Furnish the name of the foreign interest, address by country, and the percentage owned. Include name and title of officials of your organization who occupy positions with the foreign interest, if any.)</p>		
<p>3. Do any foreign interests have management positions such as directors, officers, or executive personnel in your organization?</p> <p>(Furnish full information concerning the identity of the foreign interest and the position he/she holds in your organization.)</p>		
<p>4. Does any foreign interest control or influence, or is any foreign interest in a position to control or influence the election, appointment, or tenure of any of your directors, officers, or executive personnel?</p> <p>(Identify the foreign interest(s) and furnish full details concerning the control or influence.)</p>		
<p>5. Does your organization have any contracts, binding agreements, understandings, or arrangements with a foreign interest(s) that cumulatively represent 10% or more of your organization's gross income?</p> <p>(Furnish the name of the foreign interest, country, nature of agreement or involvement. Agreements include licensing, sales, patent exchange, trade secrets, agency, canal, partnership, joint venture, proxy, etc. Give overall percentage by country as related to total income and type of services or products in general terms. If you answer "Yes" and have received from the foreign interest a copy of Schedule 13D and/or Schedule 13G filed by the foreign interest with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>6. Is your organization indebted to foreign interests?</p> <p>(Furnish the amount of indebtedness as related to the current assets of the organization and identify the creditor. Include specifics as to the type of indebtedness and what, if any, collateral, including voting stock, has been furnished or pledged. If any debentures are convertible, specifics about the indebtedness, collateral, if any, and what will be received after conversions are to be furnished.)</p>		
<p>7. Does your organization derive any income from Communist countries included in Country Groups Q, S, W, Y, and Z in Supplement No. 1 in 15 CFR Part 770?</p> <p>(Discuss in detail any income derived from Communist countries, including percentage from each such country as related to total income, and the type of services or products involved.)</p>		

Question	Yes	No
<p>8. Is 5% or more of any class of your organization's securities held in "nominee shares," in "street names", or in some other method which does not disclose beneficial owner of equitable title?</p> <p>(Identify each foreign institutional investor holding 5 percent or more of the voting stock. Identification should include the name and address of the investor and percentage of stock held. State whether the investor has attempted to, or has, exerted any management control or influence over the appointment of directors, officers, or other key management personnel, and whether such investors have attempted to influence the policies of the corporation. If you have received from the investor a copy of the Schedule 13D and/or Schedule 13G filed by the investor with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>9. Does your organization have interlocking directors with foreign interests?</p> <p>(Include identifying data on all such directors. If they have a security clearance, so state. Also indicate the name and address of all other corporations with which they serve in any capacity.)</p>		
<p>10. Are there any citizens of foreign countries employed by, or who may visit, your offices or facilities in a capacity which may permit them to have access to classified information or a significant quantity of special nuclear material?</p> <p>(Provide complete information by identifying the individuals and the country of which they are citizens.)</p>		
<p>11. Does your organization have foreign involvement not otherwise covered in your answers to the above questions?</p> <p>(Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.)</p>		

**Certification**

I certify that the above entries made by me are accurate, current, and complete to the best of my knowledge and belief and are made in good faith.

**Alternate Certification**

I need not complete this comprehensive representations because an affirmative FOCI clearance determination has been made based upon previous representations made to:

\_\_\_\_\_  
 [insert name of office and date of prior representations]  
 and I certify that the information remains accurate, current, and complete.

Company Name and Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature<sup>1,2</sup>: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup>(904.7003 requires signature by an authorized official, that is, an official identified in the organization's Articles of Incorporation or By-Laws as responsible for managing the business affairs of the organization, or any other employee, identified by name, of the organization if designated in writing by such an authorized official as having been delegated authority to execute FOCI representations and certification on behalf of the organization.)

<sup>2</sup>Before signing, please review your submission for completeness.

**CONTENTS REVIEW**  
Please Review Before Submitting

Prior to submitting an FOCI submission, the offeror shall review the submission to ensure that:

(1) If the offeror is owned by a parent organization(s), the FOCI representations and certification have been attached for all tier parents, i.e., ultimate parent and any intervening levels of ownership. Each certification must be signed and dated by an authorized official of the respective organization.

(2) If the offeror is a publicly traded company or a subsidiary of another corporation, the contractor and all tier parents have submitted the following information in addition to the executed FOCI representations and certification:

(a) The ultimate parent has submitted its most recent Annual Report, most recent Proxy Statement for its annual meeting of stockholders, and its Securities and Exchange Commission 10-K Report.

(b) subsidiaries have submitted separate consolidated financial information for their organization and all their wholly-owned and/or majority-owned subsidiaries and affiliates.

(c) the offeror and all tier parents have submitted a list identifying their respective organization's officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.

(3) If the offeror is a privately owned company, the following information has been provided in addition to the executed FOCI representations and certification:

(a) Consolidated financial information for their organization and all their wholly- and/or majority-owned subsidiaries and affiliates.

(b) a list identifying the organization's owners, officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.

Note: If any of these documents are missing, the contracting officer cannot complete award of the contract.

(d) Prior to award of a contract under this solicitation, the DOE must determine that award of the contract to the offeror/bidder will not pose an undue risk to the common defense and security as a result of its access to classified information or a significant quantity of special nuclear material in the performance of the contract. In making the determination, the contracting officer may consider a voting trust or other arrangements proposed by the offeror/bidder to mitigate or avoid FOCI. The contracting officer may require the offeror/bidder to submit such additional information as deemed pertinent to this determination.

(e) The offeror/bidder shall require any subcontractors having access to classified information or a significant quantity of special nuclear material to submit the certifications in (c) above directly to the DOE contracting officer.

(f) Information submitted by the offeror/bidder in response to the questions in (c) above is to be used solely for purposes of evaluating foreign ownership, control, or influence and shall be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

**21. Economic Purchase Quantity/Supplies (AUG 1987) (FAR 82.207-4)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different points, this information is desired as well.

**OFFEROR RECOMMENDATIONS**

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**22. Jewel Bearings and Related Items Certificate (APR 1984) (FAR 52.208-2)**

(a) This is to certify that-

- (1) Jewel bearings and/or related items, as defined in the Required Sources for Jewel Bearings and Related Items clause, will be incorporated into one or more items/will not be incorporated into any item [delete one] covered by this offer;
  - (2) Any jewel bearings required (or an equal quantity of the same type, size, and tolerances) will be ordered from the William Linger Plant, Rolla, North Dakota 58367, as provided in the Required Sources for Jewel Bearings and Related Items clause; and
  - (3) Any related items required (or equal quantity of the same type, size, and tolerances) will be acquired from domestic manufacturers, including the Plant, if the items can be obtained from those sources.
- (b) Attached to this certificate are estimates of the quantity, type, and size (including tolerances) of the jewel bearings and related items required, and identification of the components, subassemblies, or parts that require jewel bearings or related items.

Date of Execution \_\_\_\_\_  
Solicitation No \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_

**23. Organizational Conflicts of Interest - Disclosure or Representation (APR 1984) (DEAR 952.209-70)**

It is Department of Energy policy to avoid situations which place an offeror in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the offeror may have which relates to the work to be performed pursuant to this solicitation or where the offeror's performance of such work may provide it with an unfair competitive advantage. (As used herein, "offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.) Therefore:

(a) The offeror shall provide a statement which describes in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

(b) In the absence of any relevant interests referred to above, the offeror shall submit a statement certifying that to its best knowledge and belief no such facts exist relevant to possible organizational conflicts of interest. Proposed consultants and subcontractors are responsible for submitting information and may submit it directly to the Contracting Officer.

(c) The Department will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to the Department, will be used to determine whether an award to the offeror may create an organizational conflict of interest. If such organizational conflict of interest is found to exist, the Department may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the offeror, or (3) determine that it is otherwise in the best interest of the United States to contract with the offeror by including appropriate conditions mitigating such conflict in the contract awarded.

(d) The refusal to provide the disclosure or representation and any additional information as required shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated for default. The offeror may also be disqualified from subsequent related Department contracts, and be subject to such other remedial action as may be permitted or provided by law or in the resulting contract. The attention of the offeror in complying with this provision is directed to 18 U.S.C. 1001.

(e) Depending on the nature of the contract activities, the offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the Statement of Work contained in the solicitation, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall be considered by the Department in the evaluation of proposals, and if the Department considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

(f) No award shall be made until the disclosure or representation has been evaluated by the Government. Failure to provide the disclosure or representation will be deemed to be a minor informality (FAR 14.405) and the offeror or Contractor shall be required to promptly correct the omission.

**NOTE: OFFEROR REPRESENTATION AND DISCLOSURE STATEMENTS AND ANY OTHER INFORMATION TO BE PROVIDED BY THE OFFEROR PERTAINING TO ORGANIZATIONAL CONFLICTS OF INTEREST ARE CONTAINED IN SECTION J OF THE SOLICITATION.**

24. Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-16)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of \_\_\_\_\_ calendar days (the Contracting Officer shall insert the number of days).

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

25. Annual Representations and Certifications "Sealed Bidding (DEC 1989) (FAR 52.214-30)

The bidder certifies that annual representations and certifications (check the appropriate block):

(a) Dated \_\_\_\_\_ [insert date of signature of submission], which are incorporated herein by reference, have been submitted to the contracting office issuing this solicitation and that the submittal is current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

(b) Are enclosed.

26. Period For Acceptance of Offer (APR 1984) (FAR 52.215-19)

In compliance with the solicitation, the offeror agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

27. Certification of Commercial Pricing For Parts or Components (AUG 1991) (FAR 52.215-32)

(a) Definitions.

"Lowest commercial price", as used in this clause, means the lowest price at which a sale was made to the general public of a particular part or component. The term does not include the price at which a sale was made to -

- (1) Any agency of the United States;
- (2) Customers located outside the United States; or

(3) A subsidiary, affiliate, or parent business organization of the contractor, or any other branch of the same business entity.

"Part or component", as used in this clause, means any individual part, component, subassembly, assembly or subsystem integral to a major system, and other property which may be replaced during the service life of the system, and includes spare parts and replenishment spare parts, but does not include packaging or labeling associated with shipment or identification of a part or component.

(b) Submission requirements. The Offeror/Contractor shall execute and submit to the Contracting Officer the following certificate with any offer/proposal as required by FAR 15.813-4 when requested by the Contracting Officer.

Certificate of Commercial Pricing for Parts or Components

(1) Unless justified in subparagraph (b)(2) of this clause, by submission of this offer/proposal, the Offeror/Contractor certifies that, to the best of its knowledge and belief, the prices offered for those parts or components (whether or not separately identified) that the Contractor offers for sale are no higher than the lowest commercial price at which such items were sold to the public during the most recent regular monthly, quarterly, or other period for which sales data are reasonably available, provided that in no event shall this period be less than 1-month in duration. (2) All parts or components for which prices offered are higher than the lowest commercial price referred to in subparagraph (b)(1) of this certificate are identified below (including the amounts by which such offered prices are higher) and a written justification for the differences is attached (if as necessary):

Part or Component	Price Difference
_____	_____
_____	_____
_____	_____

Offer/Proposal No. \_\_\_\_\_  
 Time period for sales data \_\_\_\_\_  
 Firm \_\_\_\_\_  
 Type name and signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

(End of certificate)

(c) Audit. The Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit all directly pertinent records of sales and related documents, including contract terms and conditions, necessary to verify the validity of any certificate executed in accordance with paragraph (b) of this clause. The Contractor shall make those records, books, data, and documents available for examination, audit, or reproduction until 3 years after the date the certificate set forth in paragraph (b) of this clause is executed. Nothing contained in this clause shall require the submission of cost or pricing data not otherwise required by law or regulation.

(d) Price reduction. If any price, including profit or fee negotiated in connection with this contract, or any cost reimbursable under this contract, has increased because the certification in subparagraph (b)(1) of the certificate or the information provided as justification in subparagraph (b)(2) of the certificate was inaccurate, incomplete, or misleading, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

**28. Annual Representations and Certifications—Negotiation (DEC 1988) (FAR 52.215-35)**

The offeror certifies that annual representations and certifications [check the appropriate block]:

- (a) Dated \_\_\_\_\_ [insert date of signature on submission] which are incorporated herein by reference, have been submitted to the contracting office issuing this solicitation and that the submittal is current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):
- (b) Are enclosed.

**29. Walsh-Healey Public Contracts Act Representation (APR 1984) (FAR 52.223-18)**

The offeror represents as a part of this offer that the offeror is  or is not  a regular dealer in, or is  or is not  a manufacturer of, the supplies offered.

**30. Affirmative Action Compliance (APR 1984) (FAR 52.222-25)**

The offeror represents that (a) it  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

**31. EXEMPTION FOR APPLICATION OF SERVICE CONTRACT ACT PROVISIONS (MAY 1989) (FAR 52.222-48)**

- (a) The following certification shall be checked:

**CERTIFICATION**

The offeror certifies ( ) /does not certify ( ) that: (i) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (ii) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain ADP, scientific and medical, and/or office and business equipment. 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 Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales are 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 trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor, and (iii) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

**32. Clean Air and Water Certification (APR 1984) (FAR 52.223-1)**

The Offeror certifies that—

(a) Any facility to be used in the performance of this proposed contract is , is not  listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**33. Recovered Material Certification (APR 1984) (FAR 52.223-4)**

The offeror certifies, by signing this offer, that recovered materials, as defined in section 23.402 of the Federal Acquisition Regulation, will be used as required by the applicable specifications.

34. Certification Regarding a Drug-Free Workplace (JUL 1997) (FAR 52.225-5)

"Controlled substance" means a controlled substance in schedules I through V or section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will—no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed—

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing a drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(1).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision 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 Title 18, United States Code, Section 1001.

35. Buy American Certificate (DEC 1989) (FAR 52.225-1)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act—Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

36. Balance of Payments Program Certificate (APR 1985) (FAR 52.225-6)

(a) The offeror hereby certifies that each end product or service, except the end products or services listed below, is a domestic end product or service (as defined in the clause entitled "Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products or Services

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(b) For evaluation purposes only, each offer of an end product other than a domestic end product shall be increased by 50 percent. Any domestic end product offer that exceeds such evaluated other end product shall be considered unreasonable in cost or inconsistent with the public interest.

37. Patents/Notice of Government Licensee (APR 1984) (FAR 52.227-7)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is \_\_\_\_\_ [Contracting Officer III in], and the royalty rate is \_\_\_\_\_ [Contracting Officer III in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

- Owner
- Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

38. Representation of Limited Rights Data and Restricted Computer Software (JUN 1987) (FAR 52.227-15)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data—General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)—  
 None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.  
 Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data—General."

39. Royalty Payments (APR 1984) (DEAR 952.227-81)

In order that DOE may be informed regarding royalty payments to be made by a contractor in connection with any acquisition, construction, or operation where the amount of the royalty payment is reflected in the contract price, or is to be reimbursed by the Government, check one of the following:

The Contract price includes no amount representing the payment of royalty by the offeror directly to others in connection with the performance of the contract.

( ) The contract price includes an amount for royalty payment expected to be made in connection with the proposed award. The Offeror shall set forth below: (1) the amount of each payment, (2) the names of the licensor, (3) either the patent numbers involved or such other information as will permit identification of the patents and patent applications and the basis on which royalties will be paid.

#### 40. Cost Accounting Standards Notices and Certification (AUG 1992) (FAR 32.230-1)

Note: This notice does not apply to small businesses or foreign governments.

This notice is in four parts, identified by Roman numerals I through IV.

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

##### I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR, Parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the 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 cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor.

(Disclosure must be Form Number CASB-DS-1. Forms may be obtained from the cognizant ACO.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

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

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

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

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

##### II. COST ACCOUNTING STANDARDS—EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS

If this proposal is expected to result in the award of a contract of \$500,000 or less, the offeror shall indicate whether the exemption below is claimed. Failure to check the box below shall mean that the resultant contract is subject to CAS requirements or that the offeror elects to comply with such requirements.

The offeror hereby claims an exemption from the CAS requirements under the provisions of 48 CFR, Subpart 9903.201(b)(2).

**III. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$10 million in awards of CAS-covered prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of total sales during that cost accounting period. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer 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 \$10 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 \$10 million or more.

**IV. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

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

YES                       NO

**41. Permits, Authorities, or Franchises (APR 1984) (FAR §2.247-2)**

(a) The offeror certifies that the offeror does  does not  hold authorization from the Interstate Commerce Commission or other cognizant regulatory body. If authorization is held, it is as follows:

\_\_\_\_\_  
(Name of regulatory body)

\_\_\_\_\_  
(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

**42. Certification Regarding Workplace Substance Abuse Programs at DOE Sites (AUG 1992) (DEAR 970.5204.57)**

(a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.

(b) The offeror/bidder certifies and agrees that it will provide to the contracting officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707.

(c) Failure of the offeror/bidder to certify in accordance with paragraph (b) of this provision, renders the offeror unqualified and ineligible for award.

(d) In addition to other remedies available to the Government, this certification concerns a matter within the jurisdiction of an agency of the United States, and the making of false, fictitious, or fraudulent statements may render the maker subject to prosecution under Title 18, U.S.C., section 1001.

\_\_\_\_\_  
Signature of officer/employee certifying  
regarding the offeror's workplace sub-  
stance abuse program/Dates

\_\_\_\_\_  
Typed name and title of signatory

4.1. Signature/Certification

By signing below, the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

*B.P. Bowland*

Signature of the Officer or Employee  
Responsible for the Bid/Offer

*6/30/93*

Date of Execution

*Bruce P. Bowland, Chief Financial Officer*

Typed Name and Title of the Officer or Employee  
Responsible for the Bid/Offer

*PAI CORPORATION*

Name of Organization

*116 MILAN WAY*

*OAK RIDGE, TN 37830*

Address of Organization

*DE-RP03-935F19686*

SOLICITATION NUMBER

COMPLETE EITHER THE OCI REPRESENTATION STATEMENT OR THE DISCLOSURE STATEMENT -- WHICHEVER IS APPLICABLE. (DO NOT COMPLETE BOTH - See Paragraph a.1.)

Contract/Proposal/RFP No. DE- RPO7-935F19686

OCI REPRESENTATION STATEMENT

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

Signature: B.P. Bowland Date: 6/30/93

Name: Bruce P. Bowland Organization: PAI Corporation

Title: Chief Financial Officer

\*An unfair competitive advantage does not include the normal flow of benefits from the performance of the contract.

Name of Person  
or Organization:

PAI CORPORATION

OCI QUESTIONNAIRE

Contract/Proposal/RFP# DE-RPO3-93SF19686

1. Will you (or your organization) be involved in the performance of any portion of proposed work?

No.

Yes. The portion of the proposed work; the proposed hours and dollar value; and the type of involvement are fully disclosed on the attached pages. ENVIRONMENT, SAFETY, HEALTH, WASTE MANAGEMENT, ENVIR. RESTORATION, SECURITY, PROJ. MANAGEMENT. 11 P, 750 OPLW OVER 5 YRS; 57,522, 682 OVER 5 YRS.

2. What is (are) the major type(s) of business conducted by you (or your organization)? Please reply on the attached pages.

ENGINEERING, ESH, EAWM, PROJ. MANAGEMENT, SECURITY

3. Do you (or your organization) have any affiliates 3/2?

No.

Yes. The name and a description of the major type(s) of business that each affiliate conducts is disclosed on the attached pages.

4. Will any of the following be involved in performing the proposed work: (a) any entities owned or represented by you (or your organization); (b) your organization's Chief Executive; any of its directors; or (c) any affiliates 3/2?

No.

Yes. A full disclosure and discussion is given in the attached pages.

5. Are you (or your organization) an energy concern 3/2?

No. WE DO NOT SELL ENERGY. WE DO R & D ON ENERGY, AS WELL AS ESH, EAWM + SECURITY

Yes. A full disclosure and discussion is given on the attached pages.

6. Do you (or your organization) have a direct or indirect relationship (financial, organizational, contractual or otherwise) with any business entity which could be affected in any way by the proposed work?

No.

Yes. List the business entity(ies) showing the nature of your relationship and how it would be affected by the proposed work.

3/2 See definitions in this attachment.

Name of Person  
or Organization:

PAI CORPORATION

OCI QUESTIONNAIRE

7. What percentage of your total income for the current and preceding fiscal years resulted from arrangements with any of the entities identified in Question 6 above? *N/A*

   % For the current fiscal year—lasting from    /    /    to    /    /   .

   % For the preceding fiscal year—lasting from    /    /    to    /    /   .

8. Do you (or your organization) currently have or have you had during the last six (6) years any arrangements (for example, contracts, subcontracts, consultant agreements, cooperative agreements) awarded, administered, or funded—wholly or partly—by the Department of Energy or any other Federal Agency which relate to the proposed Statement of Work?

No.

Yes. A full disclosure and discussion is given on the attached pages. *PAI HAS WON SEVERAL CONTRACTS WITH DOE WHOSE SEANICE CONTENTS HAVE SIMILAR CONTENT AS THIS WORK, NAME ARE SEE ATTACHED LIST*

9. Do you (or your organization) have or have you ever had any contracts, agreements, special clauses, or other arrangements which prohibit you (or your organization) from proposing work to be performed in this solicitation or any portion thereof?

No.

Yes. A full disclosure and discussion is given on the attached pages.

10. Do you (or your organization) have any involvement with or interest (direct or indirect) in technologies which are or may be subjects of the contract, or which may be substitutable for such technologies?

No.

Yes. A full disclosure and discussion is given on the attached pages.

11. Could you (or your organization) in either your private or Government business pursuits utilize information acquired in the performance of the proposed work; such as:

- (a) Data generated under the contract?
- (b) Information concerning DOE plans and programs?
- (c) Confidential and proprietary data of others?

No.

Yes. *THIS WORK STAYS WITH DOE. OVERALL KNOWLEDGE GOES WITH WORKERS*  
A full disclosure and discussion is given on the attached pages.

Name of Person  
or Organization:

PAI CORPORATION

OCI QUESTIONNAIRE

12. Under the proposed work, will you (or your organization) evaluate or inspect your own services or products, or the services or products of any other entity that has a relationship (e.g., client, organizational, financial, or other) with you (or your organization). This could include evaluating or inspecting a competitor's goods and services.

No.

Yes. A full disclosure and discussion is given on the attached pages.

13. To avoid what you perceive as a possible organizational conflict of interest, do you (or your organization) propose to: exclude portions of the proposed work; employ special clauses; or take other measures?

No.

Yes. A full discussion is given on the attached pages.

No possibility of an organizational conflict of interest is perceived. This answer is briefly justified on the attached pages. PAI identifies COI BEFORE PERFORMING EACH TASK. IF THERE IS A PERCEIVED COI, PAI WILL DECLINE THE TASK.

I hereby certify that I have authority to represent my organization, if applicable, and that — to the best of my knowledge and belief — the facts and representations presented on the three pages of this questionnaire and on the 4 pages of the attachment to it are accurate and complete.

Signature: Daniel Phung

Date: 07/03/93

Name: DAN L. PHUNG

Organization: PAI CORPORATION

Title: PRESIDENT

11

ATTACHMENT TO OCI QUESTIONNAIRE  
PAI CORPORATION

1. PAI Corporation will provide <sup>~35</sup> percent of the technical support to DEPT OF ENERGY / SF under this contract. Teaming Partners AOC & SMT will perform the remaining percent. The actual dollar amounts will depend on individual task orders as they are issued.
2. PAI Corporation business is in engineering, technical, environmental, and management support services.
4. The PAI Directors, Ms. Thu-Le Doan and Dr. Doan L. Phung, are also corporate officers, the former being the Treasurer/Secretary, and the latter President/Chief Executive. Both have been active in operating PAI Corporation since its inception and both will continue to provide direction and supervision for all activities of PAI. They will not, however, be directly performing the proposed work.
5. PAI Corporation is an energy concern only in the sense that we are working on energy technology design, engineering, and R&D. We do not own or sell any energy such as electricity, oil, gas, coal, or nuclear fuel.
8. PAI Corporation has been awarded several technical support contracts with DOE. Many of these contracts have Statements of Work that are similar to the SOW in this procurement. None of these contracts, however, are "related" to the current SOW.

Some contracts that PAI currently performs for DOE are listed below.

- (a) AC08-89NV10793, 01/19/91  
160150-0001-5, Las Vegas  
Provide Technical Support Services for DOE-NV  
NV, \$4,264,956

This is an 8(a) contract won by PAI Corporation in a national competition. The scope of work is to provide technical support services to DOE-NV/Environment, Safety, and Health to ensure compliance with DOE Orders.

There is no organizational or technical conflict of interest between this work and the proposed contract.

- (b) AC05-87ER80517, 11/27/90  
160150-0001-5, Oak Ridge  
Using Porous Metals for Vapor Liquid Separation  
TN, \$547,500

This is a Small Business Innovative Research (SBIR) contract won by PAI Corporation in a national competition. The research and development includes laboratory proof that porous metals can be used to separate liquid from vapor in a two-phase flow, thus allowing several applications to be developed. Some of these applications include

separation of natural gas liquids from natural gas, drying steam, keeping the steam turbine free of moisture, and operating a Rankine-cycle power plant in space.

There is no organizational or technical conflict of interest between this work and the proposed contract.

- (c) *AC05-88OR21794, 08/08/90*  
*160150-0001-5, Oak Ridge*  
*8(a) to Provide Technical Assistance and Studies*  
*TN, \$5,547,948*

This is an 8(a) contract awarded by DOE Oak Ridge Operations. The scope of work includes providing technical assistance in studies, engineering, and regulatory compliances for DOE/ORO activities. While the work includes some appraisals and audits to ensure compliance with DOE Orders and other Federal and state regulations, there is no organizational or technical conflict of interest with the proposed contract.

- (d) *AC05-88ER80629, 05/18/91*  
*160150-0001-5, Oak Ridge*  
*A Novel Concept for Efficient Production of Liquid Fuels*  
*TN, \$550,000*

This is an SBIR contract won by PAI Corporation in a national competition. This research and development activity includes using vibrating-bed mixing technology to co-generate oil and electricity from coal. There is no organizational or technical conflict of interest between this work and the proposed contract.

- (e) *AC03-90SF18504, 01/01/92*  
*Provide ESQA Technical Support to DOE/SAN*  
*CA, \$300,000*

This is a contract won by PAI Corporation in a national competition. This scope of work includes providing support services to DOE San Francisco Operations in the areas of environment, safety, and health. While the work includes some appraisals of DOE/SAN programs and facilities for compliance with DOE Orders, there is no organizational or technical relationship with the proposed contract.

- (f) *Support to Barge, Waggoner, Swaner, & Cannon (BWSC) to provide A-E services to EG&G Mound, OH - \$200,000.*

These services result from an agreement between PAI and BWSC when the two firms teamed in 1989 to compete nationally and won the contract to provide A-E support to EG&G Mound. BWSC is the prime. Although tasks have been assigned to PAI Corporation in the amount of approximately \$200,000, no formal subcontract has been drafted by BWSC.

The scope of work for PAI includes providing analysis, review, and appraisal of EG&G activities in the areas of facility design, environmental restoration, and waste

management. There has been no organizational or technical conflict of interest in accordance with the OCI Questionnaire, items 1 through 13.

- (g) *Support Services to Martin Marietta Energy Systems, Inc. (MMES) - \$3,700,000 (estimated value), Contract No. 32K-LJ327C.*

In 1987, then again in 1989, PAI Corporation won a national competition to provide technical support services to MMES in the areas of Safety Review and Documentation. The contracts are to help MMES comply with DOE Order 5481.1B and other Orders. The scope of work involves safety analysis of facilities and operations at the Y-12 Plant and other facilities. There is no organizational or technical conflict of interest in accordance with the OCI Questionnaire, items 1 through 13.

- (h) *Support Services to Martin Marietta Energy Systems, Inc. (MMES) in Process Engineering - \$990,000 (estimated value), Contract No. 90K-VE450C*

In 1990, PAI Corporation competed for and was selected to perform technical support services to the Process Engineering Division of MMES Central Engineering. This is a three-year contract. The scope includes chemical engineering, process engineering, flow-chart design, heat and mass calculations, and support of a technical nature to the Process Engineering Division.

- (i) *Technical Support to General Electric, Pinellas Plant - (open-ended), Subcontract No. F40-YS10023-X.*

In 1991, PAI Corporation competed for and was selected to provide technical support services to the Pinellas Plant that is operated for the DOE by General Electric Aerospace Division. This is a three-year subcontract. The scope of work includes industrial hygiene, hazardous material communication, stress analysis, environment and safety, surveillance support, technical writing, and quality assurance.

- (j) *Technical Support to DOE/Rocky Flats Field Office in ESH&QA. Contract No. DE-AK3-91RF00106.*

In 1991, DOE Rocky Flats placed an open-ended Basic Order Contract to provide technical support from PAI in the areas of ESH&QA and project management. Work is assigned on a task basis. As of October 1991, PAI revised one task at the value of \$99,000 to develop a management control system.

- (k) *Technical Support to DOE/Savannah River Field Office for the Assistant Manager for Facility Operations, Contract No. DE-AC09-91SRJ8221, Subcontract No. 491-2-0238*

In 1991, DOE Savannah River placed a letter contract with PAI. Six tasks have been authorized so far.

- (i) *Technical and Managerial Support to DOE/Richland Field Office, Contract No. DE-RP06-92RL12088*

This cost-plus-fixed-fee contract is valued at approximately \$3 million.

- (ii) *Technical Support in ERWM at the Savannah River Site for PRC Environmental Management, Inc., Subcontract No. 8258-92-T-2.*

This cost-plus-fixed-fee subcontract is valued in excess of \$1 million to PAI. PRC is the prime contractor to DOE/SR ERWM. PAI is PRC's subcontractor.

12. Under the proposed work, PAI will not evaluate or inspect its own or a competitor's goods or services and will keep vigilant so as to avoid such a conflicting situation.

PAI will always peer review, evaluate, and inspect its work before submitting it to our clients.

13. We perceive no possibility of an organizational conflict of interest in the proposed contract. However, if at any time such a possibility is perceived, we will come forth with an avoidance plan, including the exclusion of portions of the proposed work or other appropriate actions. PAI Corporation has prepared a White Paper on conflict of interest issues.

BDM COST PROPOSAL FOR  
TECHNICAL SERVICES IN SUPPORT  
OF DOE/SF OFFICE PROGRAMS

VOLUME I  
OFFER, QUALIFICATION STATEMENT  
AND OTHER DOCUMENTS

JULY 1, 1993

BDM/MCL-93-M015-PRP

The data furnished in connection with this proposal shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to this offeror as a result of or in connection with the submission of these data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the data .



BDM Federal, Inc.  
1501 BDM Way  
McLean, VA 22102-3204  
(703) 848-5000

Direct Dial Number:  
  
(703) 848-6320

July 1, 1993

Mr. Frank E. Rivera, Sr.  
Chairman and CEO  
Advanced Data Concepts, Incorporated  
700 NE Multnomah, Suite 1100  
Portland, OR 97232-2183

Subject: Solicitation Number DE-RP03-93SF19686, Technical Support to  
Department of Energy, San Francisco Office Programs

Dear Mr. Rivera:

BDM Federal, Inc. is pleased to join the ADC Team in the submission of the enclosed proposal. BDM is committed to providing highly-qualified, dedicated support to ADC and Department of Energy San Francisco Office and BDM employees will be available full time (100%) upon award of this contract.

As you are aware, BDM has been involved in the management and conduct of large technical support service contracts for the Department of Energy for many years. I am particularly interested in extending our support to the DOE San Francisco Field Office because of its importance to the nation's weapons, environmental, and energy programs. We look forward to working closely with you as we have on past efforts of this nature.

Very truly yours,

BDM FEDERAL, INC.

A handwritten signature in black ink that reads 'Ted R. Tarr'.

Ted R. Tarr  
Vice President and General Manager  
Environmental Technology

MEB/grm  
Enclosures

U.S. DEPARTMENT OF ENERGY  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF BIDDERS/OFFERORS

SOLICITATION NO. DE- 3903-03SF19626

SECTION K

Various statutes and regulations require Federal agencies to obtain certain representations, certifications, and other statements from bidders/offers in connection with the award of contracts. To this end, all bidders/offers submitting a bid/proposal in response to this solicitation must complete items 1 through 8 and item 43, and either items 9 and 10 or items 11 through 13 of the form, depending on the method of solicitation. Additional representations and certifications (items 14 through 42) must be completed by the bidder/offeror if required by the solicitation, as indicated by the placement of an "X" to the right of the numerical designation for the item.

- 1. Contingent Fee Representation and Agreement (APR 1984) (FAR 52.203-4)
- 2. Taxpayer Identification (SEP 1982) (FAR 52.204-3)
- 3. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAY 1988) (FAR 52.206-3)
- 4. Small Business Concern Representation (JAN 1991) (FAR 52.219-1)
- 5. Small Disadvantaged Business Concern Representation (FEB 1990) (FAR 52.219-2)
- 6. Women-Owned Small Business Representation (APR 1984) (FAR 52.219-3)
- 7. Certification of Nonsegregated Facilities (APR 1984) (FAR 52.222-21)
- 8. Previous Contracts and Compliance Reports (APR 1984) (FAR 52.222-22)

IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 9 AND 10.

- 9. Type of Business Organization - Sealed Bidding (JUL 1987) (FAR 52.214-2)
- 10. Place of Performance - Sealed Bidding (APR 1984) (FAR 52.214-14)

IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEMS 11, 12, AND 13.

- 11. Type of Business Organization (JUL 1987) (FAR 52.215-6)
- 12. Authorized Negotiators (APR 1984) (FAR 52.215-11)
- 13. Place of Performance (APR 1984) (FAR 52.215-20)

COMPLETE ITEMS 14 THROUGH 42 ONLY AS INDICATED

- 14.  Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-18)
- 15.  Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-21)
- 16.  Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)
- 17.  Requirement for Certificate of Procurement Integrity (NOV 1990) (FAR 52.203-3) (SEALED BIDDING)
- 18.  Requirement for Certificate of Procurement Integrity (NOV 1990) (FAR 52.203-3, ALTERNATE I) (OTHER THAN SEALED BIDDING)
- 19.  Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11) (DEVIATION)
- 20.  Foreign Ownership, Control, or Influence Over Contractor (APR 1987) (DEAR 952.204-7)
- 21.  Economic Purchase Quantity Supplies (AUG 1987) (FAR 52.207-4)
- 22.  Jewel Bearings and Related Items Certificate (APR 1984) (FAR 52.208-2)
- 23.  Organizational Conflicts of Interest - Disclosure or Representation (APR 1984) (DEAR 952.209-7)
- 24.  Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-18)
- 25.  Annual Representations and Certifications - Sealed Bidding (DEC 1988) (FAR 52.214-20)
- 26.  Period For Acceptance of Offer (APR 1984) (FAR 52.215-18)
- 27.  Certification of Commercial Pricing for Parts or Components (AUG 1991) (FAR 52.215-22)
- 28.  Annual Representations and Certifications - Negotiation (DEC 1988) (FAR 52.215-35)
- 29.  Walsh-Healey Public Contracts Act Representation (APR 1984) (FAR 52.222-18)
- 30.  Affirmative Action Compliance (APR 1984) (FAR 52.222-25)
- 31.  Exemption from Application of Service Contract Act Provisions (MAY 1989) (FAR 52.222-26)
- 32.  Clean Air and Water Certification (APR 1984) (FAR 52.222-1)
- 33.  Recovered Material Certification (APR 1984) (FAR 52.222-4)
- 34.  Certification Regarding a Drug-Free Workplace (JUL 1990) (FAR 52.223-5)
- 35.  Buy American Certificate (DEC 1988) (FAR 52.223-1)
- 36.  Balance of Payments Program Certificate (APR 1986) (FAR 52.223-6)
- 37.  Patent/Notice of Government Licenses (APR 1984) (FAR 52.227-7)
- 38.  Representation of Limited Rights Data and Restricted Computer Software (JUN 1987) (FAR 52.227-15)
- 39.  Royalty Payments (APR 1984) (DEAR 952.227-81)
- 40.  Cost Accounting Standards Notices and Certification (AUG 1992) (FAR 52.230-1)
- 41.  Permits, Authorities, or Franchises (APR 1984) (FAR 52.247-2)
- 42.  Certification Regarding Workplace Substance Abuse Programs at DCE Sites (AUG 1992) (DEAR 970.5204-87)
- 43.  Signature/Certification.

U.S. DEPARTMENT OF ENERGY  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF BIDDERS/OFFERORS  
SOLICITATION NO. DE- RP03-93SF19686

SECTION K

1. Contingent Fee Representation and Agreement (APR 1984) (FAR 52.203-4)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror—

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.] (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and

(2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer—

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

2. Taxpayer Identification (SEP 1992) (FAR 52.204-3)

(a) Definitions.

"Common parent," as used in this solicitation 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.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 54-156-1882

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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other State basis: \_\_\_\_\_

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

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

Name and TIN of common parent:

Name BDM International, Inc.

TIN 54-156-1881

3. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAY 1989) (FAR 52.209-5)

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

(1) The Offeror and/or any of its Principals-

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

(B) Have ( ) have not (X) within a 3-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, or receiving stolen property; and

(C) Are ( ) are not (X) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (A)(1)(B) of this provision.

(E) The Offeror has ( ) has not (X) within a 3 year period preceding this offer, had one or more contracts terminated for default by any Federal agency. ---

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### 4. Small Business Concern Representation (JAN 1991) (FAR 52.219-1)

(a) **Representation.** The offeror represents and certifies as part of its offer that it ( ) is, (X) is not a small business concern and that ( ) all, (X) not all items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) **Definition.** "Small business concern," as used in this provision, 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 size standards in this solicitation.

(c) **Notice.** Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern 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.

#### 5. Small Disadvantaged Business Concern Representation (FEB 1990) (FAR 52.219-2)

(a) **Representation.** The offeror represents that it ( ) is, (X) is not a small disadvantaged business concern.

(b) **Definitions.**

"Asian-Pacific Americans," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian Tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, 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 and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) **Qualified groups.** The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

#### 6. Women-Owned Small Business Representation (APR 1984) (FAR 52.219-3)

(a) Representation. The offeror represents that it  is,  is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field or operation in which it is bidding on Government contracts, and qualified as small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

#### 7. Certification of Nonsegregated Facilities (APR 1984) (FAR 52.222-21)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will—

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractors will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

#### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

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

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

#### 8. Previous Contracts and Compliance Reports (APR 1984) (FAR 52.222-22)

The offeror represents that—

(a) it  has,  has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) it  has,  has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 9 AND 10.

#### 9. Type of Business Organization - Sealed Bidding (JUL 1987) (FAR 52.214-2)

The bidder, by checking the applicable box, represents that—

(a) It operates as  a corporation incorporated under the laws of the State of \_\_\_\_\_  an individual,  a partnership,  a nonprofit organization, or  a joint venture; or  
 (b) If the bidder is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization, or  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (country)

**10. Place of Performance - Sealed Bidding (APR 1984) (FAR 52.214-14)**

(a) The bidder, in the performance of any contract resulting from this solicitation,  intends,  does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.  
 (b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
_____	_____
_____	_____
_____	_____

**IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEMS 11, 12, AND 13.**

**11. Type of Business Organization (JUL 1987) (FAR 52.215-6)**

The offeror or quoter, by checking the applicable box, represents that-  
 (a) It operates as  a corporation incorporated under the laws of the State of Delaware,  an individual,  a partnership,  a nonprofit organization, or  a joint venture; or  
 (b) If the offeror or quoter is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization, or  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (country)

**12. Authorized Negotiators (APR 1984) (FAR 52.215-11)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

Victoria A. DeCicco, Director, Contracts 703-848-6378  
Laureen M. Tarpey, Contracts Administrator 703-848-6624  
 \_\_\_\_\_  
 \_\_\_\_\_

**13. Place of Performance (APR 1984) (FAR 52.215-20)**

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation,  intends,  does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.  
 (b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
ADC 700 N.E. Multnomah Suite 1100 Portland, Oregon 97232-2183	_____
_____	_____

**COMPLETE ITEMS 14 THROUGH 42 ONLY AS INDICATED.**

**14. Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-18)**

(a) Definition.  
 "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if Offeror has certified itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation).

The Offeror represents and certifies as part of its offer that it  is,  is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range).

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following)

No. of employees	Avg. annual gross revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**1E. Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-21)**

(Complete only if the Offeror has certified itself under the provision at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror represents and certifies as follows:

Offeror's number of employees for the past 12 months (check the column if size standard stated in solicitation is expressed in term of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following).

No. of employees	Avg. annual gross revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**1E. Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)**

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

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

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

\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

17. Requirement for Certificate of Procurement Integrity (NOV 1990) (FAR 52.203-4) (SEALED BIDDING)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, \_\_\_\_\_ [Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "The Act"), as implemented in the FAR, occurring during the conduct of this procurement \_\_\_\_\_ (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of \_\_\_\_\_ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) I agree that if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the officer or employee responsible for the offer and date \_\_\_\_\_

Typed name of the officer or employee responsible for the offer \_\_\_\_\_

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

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 TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(e)(1) For procurements using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see Subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 14.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(a)) exceeds \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in subparagraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

**18. Requirement for Certificate of Procurement Integrity (NOV 1990) (FAR 32.203-4, ALTERNATE B) (OTHER THAN SEALED BIDDING)**

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

**CERTIFICATE OF PROCUREMENT INTEGRITY**

(1) I, Marcia Balestri [Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement RP03-93SF19686 (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of BDM Federal, Inc. [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

NONE

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the officer or employee responsible for the offer and date Marcia E. Balestri 7/1/93

Typed name of the officer or employee responsible for the offer Marcia Balestri

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

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 TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificates be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 18.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate

value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(f) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(g) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(h) Pursuant to FAR 3.104-8(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(i) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(j) In making the certification in subparagraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(k) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

#### 19. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1981) (FAR 52.203-11) (DEVIATION)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) 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 his or her behalf in connection with the awarding of a contract resulting from this solicitation.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352 title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form 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.

#### 20. Foreign Ownership, Control, or Influence Over Contractor (APR 1983) (DEAR 852.204-73)

(NOTE: Offerors, and if applicable, parent organizations, who have (1) submitted this information previously; (2) received an affirmative FOCI clearance determination within the past five years; and (3) experienced no changes to the FOCI submissions previously filed need only have an authorized official of the respective organization complete the alternate certification to that effect at the end of this representations and certifications, identifying the DOE office to which they provided the information and the date of the prior representations and certifications. Failure to furnish the information upon request will render the offeror ineligible for award.)

(a) For purposes of this provision, a foreign interest is defined as any of the following:

(1) A foreign government or foreign government agency;

(2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;

(3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation, or person; or

(4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or significant quantity of special nuclear material as defined in 10 CFR Part 710 may result.

(c) If the offeror/bidder has not previously submitted responses to the following questions to DOE as part of the facility security clearance process, then it shall answer the following questions. Answer each question in either the "yes" or "no" column. If the answer is yes, furnish in detail on a separate sheet of paper all the information requested in parentheses. Copies

of information which responds to these questions and which was submitted to other Government agencies may be submitted as responses to these questions if the earlier responses are accurate, complete, and current.

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Question	Yes	No
<p>1. Does a foreign interest own or have beneficial ownership in 5% or more of your organization's voting securities?</p> <p>(Identify the percentage of any class of shares or other securities issued which are owned by foreign interests, listed by country. If you answer "Yes" and have received from an investor a copy of Schedule 13D and/or Schedule 13G filed by the investors with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>2. Does your organization own 10% or more of any foreign interest?</p> <p>(Furnish the name of the foreign interest, address by country, and the percentage owned. Include name and title of officials of your organization who occupy positions with the foreign interest, if any.)</p>		
<p>3. Do any foreign interests have management positions such as directors, officers, or executive personnel in your organization?</p> <p>(Furnish full information concerning the identity of the foreign interest and the position he/she holds in your organization.)</p>		
<p>4. Does any foreign interest control or influence, or is any foreign interest in a position to control or influence the election, appointment, or tenure of any of your directors, officers, or executive personnel?</p> <p>(Identify the foreign interest(s) and furnish full details concerning the control or influence.)</p>		
<p>5. Does your organization have any contracts, binding agreements, understandings, or arrangements with a foreign interest(s) that cumulatively represent 10% or more of your organization's gross income?</p> <p>(Furnish the name of the foreign interest, country, nature of agreement or involvement. Agreements include financing, sales, patent exchange, trade secrets, agency, control, partnership, joint venture, proxy, etc. Give overall percentage by country as related to total income and type of services or products in general terms. If you answer "Yes" and have received from the foreign interest a copy of Schedule 13D and/or Schedule 13G filed by the foreign interest with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>6. Is your organization indebted to foreign interests?</p> <p>(Furnish the amount of indebtedness as related to the current assets of the organization and identify the creditor. Include specifics as to the type of indebtedness and what, if any, collateral, including voting stock, has been furnished or pledged. If any debentures are convertible, specifics about the indebtedness, collateral, if any, and what will be received after conversions are to be furnished.)</p>		
<p>7. Does your organization derive any income from Communist countries included in Country Groups G, S, W, Y, and Z in Supplement No. 1 in 15 CFR Part 770?</p> <p>(Discuss in detail any income derived from Communist countries, including percentage from each such country as related to total income, and the type of services or products involved.)</p>		

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Question	Yes	No
<p>8. Is 5% or more of any class of your organization's securities held in "nominee shares," in "street names", or in some other method which does not disclose beneficial owner of equizable 80s?</p> <p>(Identify each foreign institutional investor holding 5 percent or more of the voting stock. Identification should include the name and address of the investor and percentage of stock held. State whether the investor has attempted to, or has, exercised any management control or influence over the appointment of directors, officers, or other key management personnel, and whether such investors have attempted to influence the policies of the corporation. If you have received from the investor a copy of the Schedule 13D and/or Schedule 13G filed by the investor with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>9. Does your organization have interlocking directors with foreign interests?</p> <p>(Include identifying data on all such directors. If they have a security clearance, so state. Also indicate the name and address of all other corporations with which they serve in any capacity.)</p>		
<p>10. Are there any citizens of foreign countries employed by, or who may visit, your offices or facilities in a capacity which may permit them to have access to classified information or a significant quantity of special nuclear material?</p> <p>(Provide complete information by identifying the individuals and the country of which they are citizens.)</p>		
<p>11. Does your organization have foreign involvement not otherwise covered in your answers to the above questions?</p> <p>(Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.)</p>		

**Certification**

I certify that the above entries made by me are accurate, current, and complete to the best of my knowledge and belief and are made in good faith.

**Alternate Certification**

I need not complete this comprehensive representations because an affirmative FOCI clearance determination has been made based upon previous representations made to:

\_\_\_\_\_  
 [Insert name of office and date of prior representations]

and I certify that the information remains accurate, current, and complete.

Company Name and Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature<sup>1,2</sup>: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup>(904.7003 requires signature by an authorized official, that is, an official identified in the organization's Articles of Incorporation or By-Laws as responsible for managing the business affairs of the organization, or any other employee, identified by name, of the organization if designated in writing by such an authorized official as having been delegated authority to execute FOCI representations and certification on behalf of the organization.)

<sup>2</sup>Before signing, please review your submission for completeness.

**CONTENTS REVIEW**  
Please Review Before Submitting

Prior to submitting an FOCI submission, the offeror shall review the submission to ensure that:

(1) If the offeror is owned by a parent organization(s), the FOCI representations and certification have been attached for all tier parents, i.e., ultimate parent and any intervening levels of ownership. Each certification must be signed and dated by an authorized official of the respective organization.

(2) If the offeror is a publicly traded company or a subsidiary of another corporation, the contractor and all tier parents have submitted the following information in addition to the executed FOCI representations and certification:

(a) the ultimate parent has submitted its most recent Annual Report, most recent Proxy Statement for its annual meeting of stockholders, and its Securities and Exchange Commission 10-K Report.

(b) subsidiaries have submitted separate consolidated financial information for their organization and all their wholly-owned and/or majority-owned subsidiaries and affiliates.

(c) the offeror and all tier parents have submitted a list identifying their respective organization's officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.

(3) If the offeror is a privately owned company, the following information has been provided in addition to the executed FOCI representations and certification:

(a) Consolidated financial information for their organization and all their wholly- and/or majority-owned subsidiaries and affiliates.

(b) a list identifying the organization's owners, officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.

Note: If any of these documents are missing, the contracting officer cannot complete award of the contract.

(d) Prior to award of a contract under this solicitation, the DOE must determine that award of the contract to the offeror/bidder will not pose an undue risk to the common defense and security as a result of its access to classified information or a significant quantity of special nuclear material in the performance of the contract. In making the determination, the contracting officer may consider a voting trust or other arrangements proposed by the offeror/bidder to mitigate or avoid FOCI. The contracting officer may require the offeror/bidder to submit such additional information as deemed pertinent to this determination.

(e) The offeror/bidder shall require any subcontractors having access to classified information or a significant quantity of special nuclear material to submit the certifications in (c) above directly to the DOE contracting officer.

(f) Information submitted by the offeror/bidder in response to the questions in (c) above is to be used solely for purposes of evaluating foreign ownership, control, or influence and shall be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

**21. Economic Purchase Quantity/Supplies (AUG 1987) (FAR 52.207-4)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different points, this information is desired as well.

**OFFEROR RECOMMENDATIONS**

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

## 22. Jewel Bearings and Related Items Certificate (APR 1964) (FAR 52.209-2)

(a) This is to certify that-

- (1) Jewel bearings and/or related items, as defined in the Required Sources for Jewel Bearings and Related Items clause, will be incorporated into one or more items/will not be incorporated into any item [delete as one] covered by this offer;
- (2) Any jewel bearings required (or an equal quantity of the same type, size, and tolerances) will be ordered from the William Langer Plant, Role, North Dakota 58367, as provided in the Required Sources for Jewel Bearings and Related Items clause; and
- (3) Any related items required (or equal quantity of the same type, size, and tolerances) will be acquired from domestic manufacturers, including the Plant, if the items can be obtained from those sources.

(b) Attached to this certificate are estimates of the quantity, type, and size (including tolerances) of the jewel bearings and related items required, and identification of the components, subassemblies, or parts that require jewel bearings or related items.

Date of Execution \_\_\_\_\_

Solicitation No \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

## 23. Organizational Conflicts of Interest - Disclosure or Representation (APR 1984) (DEAR 052.209-70)

It is Department of Energy policy to avoid situations which place an offeror in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the offeror may have which relates to the work to be performed pursuant to this solicitation or where the offeror's performance of such work may provide it with an unfair competitive advantage. (As used herein, "offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.) Therefore:

(a) The offeror shall provide a statement which describes in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

(b) In the absence of any relevant interests referred to above, the offeror shall submit a statement certifying that to its best knowledge and belief no such facts exist relevant to possible organizational conflicts of interest. Proposed consultants and subcontractors are responsible for submitting information and may submit it directly to the Contracting Officer.

(c) The Department will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to the Department, will be used to determine whether an award to the offeror may create an organizational conflict of interest. If such organizational conflict of interest is found to exist, the Department may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the offeror, or (3) determine that it is otherwise in the best interest of the United States to contract with the offeror by including appropriate conditions mitigating such conflict in the contract awarded.

(d) The refusal to provide the disclosure or representation and any additional information as required shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated for default. The offeror may also be disqualified from subsequent related Department contracts, and be subject to such other remedial action as may be permitted or provided by law or in the resulting contract. The attention of the offeror in complying with this provision is directed to 18 U.S.C. 1001.

(e) Depending on the nature of the contract activities, the offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the Statement of Work contained in the solicitation, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall be considered by the Department in the evaluation of proposals, and if the Department considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

(f) No award shall be made until the disclosure or representation has been evaluated by the Government. Failure to provide the disclosure or representation will be deemed to be a minor informality (FAR 14.405) and the offeror or Contractor shall be required to promptly correct the omission.

**NOTE: OFFEROR REPRESENTATION AND DISCLOSURE STATEMENTS AND ANY OTHER INFORMATION TO BE PROVIDED BY THE OFFEROR PERTAINING TO ORGANIZATIONAL CONFLICTS OF INTEREST ARE CONTAINED IN SECTION J OF THE SOLICITATION.**

**24. Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-15)**

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of \_\_\_\_\_ calendar days [the Contracting Officer shall insert the number of days].

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

**25. Annual Representations and Certifications--Sealed Bidding (DEC 1988) (FAR 52.214-30)**

The bidder certifies that annual representations and certifications [check the appropriate block]:

(a) Dated \_\_\_\_\_ [insert date of signature of submission], which are incorporated herein by reference, have been submitted to the contracting office issuing this solicitation and that the submittal is current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

(b) Are enclosed.

**26. Period For Acceptance of Offer (APR 1984) (FAR 52.215-18)**

In compliance with the solicitation, the offeror agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

**27. Certification of Commercial Pricing For Parts or Components (AUG 1991) (FAR 52.215-32)**

(a) Definitions.

"Lowest commercial price", as used in this clause, means the lowest price at which a sale was made to the general public of a particular part or component. The term does not include the price at which a sale was made to -

(1) Any agency of the United States;

(2) Customers located outside the United States; or

(3) A subsidiary, affiliate, or parent business organization of the contractor, or any other branch of the same business entity.

"Part or component", as used in this clause, means any individual part, component, subassembly, assembly or subsystem integral to a major system, and other property which may be replaced during the service life of the system, and includes spare parts and replenishment spare parts, but does not include packaging or labeling associated with shipment or identification of a part or component.

(b) Submission requirements. The Offeror/Contractor shall execute and submit to the Contracting Officer the following certificate with any offer/proposal as required by FAR 15.813-4 when requested by the Contracting Officer.

**Certificate of Commercial Pricing for Parts or Components**

(1) Unless justified in subparagraph (b)(2) of this clause, by submission of this offer/proposal, the Offeror/Contractor certifies that, to the best of its knowledge and belief, the prices offered for those parts or components (whether or not separately identified) that the Contractor offers for sale are no higher than the lowest commercial price at which such items were sold to the public during the most recent regular monthly, quarterly, or other period for which sales data are reasonably available, provided that in no event shall this period be less than 1-month in duration. (2) All parts or components for which prices offered are higher than the lowest commercial price referred to in subparagraph (b)(1) of this certificate are identified below (including the amounts by which such offered prices are higher) and a written justification for the differences is attached (if as necessary):

Part or Component	Price Difference
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Offer/Proposal No. _____	
Time period for sales data _____	
Firm _____	
Type name and signature _____	
Title _____	
Date _____	

(End of certificate)

(c) Audit. The Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit all directly pertinent records of sales and related documents, including contract terms and conditions, necessary to verify the validity of any certificate executed in accordance with paragraph (b) of this clause. The Contractor shall make those records, books, data, and documents available for examination, audit, or reproduction until 3 years after the date the certificate set forth in paragraph (b) of this clause is executed. Nothing contained in this clause shall require the submission of cost or pricing data not otherwise required by law or regulation.

(d) Price reduction. If any price, including profit or fee negotiated in connection with this contract, or any cost reimbursable under this contract, has increased because the certification in subparagraph (b)(1) of the certificate or the information provided as justification in subparagraph (b)(2) of the certificate was inaccurate, incomplete, or misleading, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

**28. Annual Representations and Certifications "Negotiation (DEC 1988) (FAR 52.215-3.5)**

The offeror certifies that annual representations and certifications (check the appropriate block):

(a) Dated \_\_\_\_\_ [insert date of signature on submission] which are incorporated herein by reference, have been submitted to the contracting office issuing this solicitation and that the submittal is current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

(b) Are enclosed.

**29. Walsh-Healey Public Contracts Act Representation (APR 1984) (FAR 52.222-19)**

The offeror represents as a part of this offer that the offeror is  or is not  a regular dealer in, or is  or is not  a manufacturer of, the supplies offered.

**30. Affirmative Action Compliance (APR 1984) (FAR 52.222-25)**

The offeror represents that (a) it  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

**31. EXEMPTION FOR APPLICATION OF SERVICE CONTRACT ACT PROVISIONS (MAY 1989) (FAR 52.222-48)**

(a) The following certification shall be checked:

**CERTIFICATION**

The offeror certifies  /does not certify  that: (i) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (ii) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain ADP, scientific and medical, and/or office and business equipment. 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 Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales are 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 trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor, and (iii) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

**32. Clean Air and Water Certification (APR 1984) (FAR 52.223-1)**

The Offeror certifies that-

(a) Any facility to be used in the performance of this proposed contract is  is not  listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**33. Recovered Material Certification (APR 1984) (FAR 52.223-4)**

The offeror certifies, by signing this offer, that recovered materials, as defined in section 23.402 of the Federal Acquisition Regulation, will be used as required by the applicable specifications.

**34. Certification Regarding a Drug-Free Workplace (JUL 1987) (FAR §2.225-4)**

"Controlled substance" means a controlled substance in schedules I through V or section 202 of the Controlled Substances Act (21 U.S.C. §112) and as further defined in regulation at 21 CFR 1308.11-1308.18.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will—no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed—

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 8.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision 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 Title 18, United States Code, Section 1001.

**35. Buy American Certificate (DEC 1988) (FAR §2.225-1)**

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act—Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

**36. Balance of Payments Program Certificate (APR 1965) (FAR 52.225-6)**

(a) The offeror hereby certifies that each end product or service, except the end products or services listed below, is a domestic end product or service (as defined in the clause entitled "Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

**Excluded End Products or Services**

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(b) For evaluation purposes only, each offer of an end product other than a domestic end product shall be increased by 50 percent. Any domestic end product offer that exceeds such evaluated offer end product shall be considered unreasonable in cost or inconsistent with the public interest.

**37. Patents/Notice of Government Licensee (APR 1964) (FAR 52.227-7)**

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is \_\_\_\_\_ [Contracting Officer fill in], and the royalty rate is \_\_\_\_\_ [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

- Owner
- Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

**38. Representation of Limited Rights Data and Restricted Computer Software (JUN 1967) (FAR 52.227-15)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data—General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

**REPRESENTATION CONCERNING DATA RIGHTS**

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)—

None of the data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data—General."

**39. Royalty Payments (APR 1964) (DEAR 52.227-41)**

In order that DOE may be informed regarding royalty payments to be made by a contractor in connection with any acquisition, construction, or operation where the amount of the royalty payment is reflected in the contract price, or is to be reimbursed by the Government, check one of the following:

The Contract price includes no amount representing the payment of royalty by the offeror directly to others in connection with the performance of the contract.

1

The contract price includes an amount for royalty payment expected to be made in connection with the proposed award. The Offeror shall set forth below: (1) the amount of each payment, (2) the names of the licensor, (3) either the patent numbers involved or such other information as will permit identification of the patents and patent applications and the basis on which royalties will be paid.

**48. Cost Accounting Standards Notices and Certification (AUG 1992) (FAR 51.230-1)**

Note: This notice does not apply to small businesses or foreign governments.

This notice is in four parts, identified by Roman numerals I through IV.

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

**I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR, Parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the 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 cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor.

(Disclosure must be Form Number CASB-DS-1. Forms may be obtained from the cognizant ACO.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

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

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

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

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. COST ACCOUNTING STANDARDS—EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS**

If this proposal is expected to result in the award of a contract of \$500,000 or less, the offeror shall indicate whether the exemption below is claimed. Failure to check the box below shall mean that the resultant contract is subject to CAS requirements or that the offeror elects to comply with such requirements.

The offeror hereby claims an exemption from the CAS requirements under the provisions of 48 CFR, Subpart 9903.201(b)(2).

**III. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during the cost accounting period immediately preceding the period in which the proposal was submitted, the offeror received less than \$10 million in awards of CAS-covered prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of total sales during that cost accounting period. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer 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 \$10 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 \$10 million or more.

**IV. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

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

YES                       NO

**41. Permits, Authorities, or Franchises (APR 1984) (FAR 22.247-2)**

(a) The offeror certifies that the offeror does  , does not  , hold authorization from the Interstate Commerce Commission or other cognizant regulatory body. If authorization is held, it is as follows:

\_\_\_\_\_  
(Name of regulatory body)  
  
\_\_\_\_\_  
(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

**42. Certification Regarding Workplace Substance Abuse Programs at DOE Sites (AUG 1982) (DEAR 970.5204-57)**

(a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.

(b) The offeror/bidder certifies and agrees that it will provide to the contracting officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707.

(c) Failure of the offeror/bidder to certify in accordance with paragraph (b) of this provision, renders the offeror unqualified and ineligible for award.

(d) In addition to other remedies available to the Government, this certification concerns a matter within the jurisdiction of an agency of the United States, and the making of false, fictitious, or fraudulent statements may render the maker subject to prosecution under Title 18, U.S.C., section 1001.

\_\_\_\_\_  
Signature of officer/employee certifying  
regarding the offeror's workplace sub-  
stance abuse program/Date

\_\_\_\_\_  
Typed name and title of signatory

43. Signature/Certification

By signing below, the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Victoria A. DeCicco

Signature of the Officer or Employee  
Responsible for the Bid/Offer

July 1, 1993

Date of Execution

Victoria A. DeCicco, Director, Contracts

Typed Name and Title of the Officer or Employee  
Responsible for the Bid/Offer

BDM Federal, Inc.

Name of Organization

1501 BDM Way

McLean, VA 22102

Address of Organization

RP03-93SF19686

SOLICITATION NUMBER

COMPLETE ONE OR THE OTHER BUT NOT BOTH  
Contract/Proposal/RFP# DE-RP03-93SF19686

OCI REPRESENTATION STATEMENT

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Organization: \_\_\_\_\_  
Title: \_\_\_\_\_

OCI DISCLOSURE STATEMENT

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, all relevant facts—concerning past, present or currently planned interests or activities (financial, contractual, organizational or otherwise) which relate to the proposed work and bear on whether I have (or the organization has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair <sup>2/</sup> competitive advantage—are fully disclosed on the attached 12 page(s) and formatted to show:

- o For ease of presentation, divide following data into four parts: Organizational, contractual, financial, other;
- o The company, agency, organization in which you have a past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise);
- o A brief description of relationship;
- o A period of relationship;
- o The extent of relationship (e.g., value of financial interest of work; percent of total holdings, total work, etc.).

Signature: *Ted D. Tarr* Date: JUL 93  
Name: Ted D. Tarr Organization: \_\_\_\_\_  
Title: Vice President and General BDM Federal, Inc  
Manager

<sup>2/</sup> An unfair competitive advantage does not include the normal flow of benefits from the performance of the contract.

Name of Person  
or Organization: BDM Federal, Inc.

OCI QUESTIONNAIRE

Contract/Proposal/RFP# DE-RP03-93SF19686

1. Will you (or your organization) be involved in the performance of any portion of proposed work?  
 No.  
 Yes. The portion of the proposed work; the proposed hours and dollar value; and the type of involvement are fully disclosed on the attached pages.
2. What is (are) the major type(s) of business conducted by you (or your organization)? Please reply on the attached pages.
3. Do you (or your organization) have any affiliates 3/?  
 No.  
 Yes. The name and a description of the major type(s) of business that each affiliate conducts is disclosed on the attached pages.
4. Will any of the following be involved in performing the proposed work: (a) any entities owned or represented by you (or your organization); (b) your organization's Chief Executive; any of its directors; or (c) any affiliates 3/?  
 No.  
 Yes. A full disclosure and discussion is given in the attached pages.
5. Are you (or your organization) an energy concern 3/?  
 No.  
 Yes. A full disclosure and discussion is given on the attached pages.
6. Do you (or your organization) have a direct or indirect relationship (financial, organizational, contractual or otherwise) with any business entity which could be affected in any way by the proposed work?  
 No.  
 Yes. List the business entity(ies) showing the nature of your relationship and how it would be affected by the proposed work.

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3/ See Definitions in this attachment.

Name of Person  
or Organization: BDM Federal, Inc.

OCI QUESTIONNAIRE

7. What percentage of your total income for the current and preceding fiscal years resulted from arrangements with any of the entities identified in Question 6 above?

0 % For the current fiscal year—lasting from 12/23/92 to 12/27/93

0 % For the preceding fiscal year—lasting from 12/22/91 to 12/22/92.

8. Do you (or your organization) currently have or have you had during the last six (6) years any arrangements (for example, contracts, subcontracts, consultant agreements, cooperative agreements) awarded, administered, or funded—wholly or partly—by the Department of Energy or any other Federal Agency which relate to the proposed Statement of Work?

No.

\*  Yes. A full disclosure and discussion is given on the attached pages.

9. Do you (or your organization) have or have you ever had any contracts, agreements, special clauses, or other arrangements which prohibit you (or your organization) from proposing work to be performed in this solicitation or any portion thereof?

No.

Yes. A full disclosure and discussion is given on the attached pages.

10. Do you (or your organization) have any involvement with or interest (direct or indirect) in technologies which are or may be subjects of the contract, or which may be substitutable for such technologies?

No.

Yes. A full disclosure and discussion is given on the attached pages.

11. Could you (or your organization) in either your private or Government business pursuits utilize information acquired in the performance of the proposed work; such as:

- (a) Data generated under the contract?
- (b) Information concerning DOE plans and programs?
- (c) Confidential and proprietary data of others?

No.

\*  Yes. A full disclosure and discussion is given on the attached pages.

Name of Person or Organization: BDM Federal, Inc.

OCI QUESTIONNAIRE

12. Under the proposed work, will you (or your organization) evaluate or inspect your own services or products, or the services or products of any other entity that has a relationship (e.g., client, organizational, financial, or other) with you (or your organization). This could include evaluating or inspecting a competitor's goods and services.

- No.
- Yes. A full disclosure and discussion is given on the attached pages.

13. To avoid what you perceive as a possible organizational conflict of interest, do you (or your organization) propose to: exclude portions of the proposed work; employ special clauses; or take other measures?

- No.
- Yes. A full discussion is given on the attached pages.
- No possibility of an organizational conflict of interest is perceived. This answer is briefly justified on the attached pages.

I hereby certify that I have authority to represent my organization, if applicable, and that — to the best of my knowledge and belief — the facts and representations presented on the three pages of this questionnaire and on the 12 pages of the attachment to it are accurate and complete.

Signature: Victoria A. DeBe Date: 1 JUL 93

Name: Ted D. Tarr Organization: BDM Federal, Inc.

Title: Vice President and General Manager

\*Due to the proprietary nature of this information, BDM will disclose this directly to the Department of Energy (DOE).

BDM FEDERAL, INC.

BDM Federal, Inc. takes no exceptions, deviations or conditional assumptions to the Cost Proposal Preparation Instructions for this RFP.

BDM FEDERAL, INC.

BDM Federal, Inc. takes no exceptions, deviations or conditional assumptions to any other volume of this RFP, which could have impact on the Cost Proposal.

### 3.0 ADDITIONAL INFORMATION

ADC's remittance address is the same as shown on SF 33 in the front of this volume.

The ADC team has no other pertinent information to add to this proposal.



#### 4.0 SIGNED AMENDMENTS

When we submitted the original proposal we acknowledged receipt of three amendments.

We have also received Amendments 4 and 5. Signed SF30s for these are on the following pages.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. Amendment No. 4	3. EFFECTIVE DATE See Blk.16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
4. ISSUED BY U.S. Department of Energy Oakland Operations Office 1301 Clay Street, Room 700N Oakland, CA 94612-5208		7. ADMINISTERED BY (If other than Item 8) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Offerors:		9A. AMENDMENT OF SOLICITATION NO. DE-RP03-93SF19686	9B. DATED (SEE ITEM 11) May 14, 1993	
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.		
FACILITY CODE		10B. DATED (SEE ITEM 13)		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

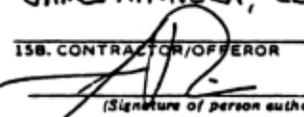
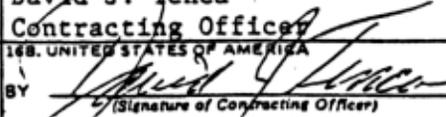
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 5 original and \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
See Attachment A

In accordance with E. above, please acknowledge receipt of this Amendment No. 4 by June 8, 1995. Wherever the words "San Francisco Operations Office" appear, they have been changed, and will mean "Oakland Operations Office," similarly "DOE/SF" means "DOE/OAK".

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JAMES A. RIVERA, CEO		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David J. Tenca Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/7/95	15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	15C. DATE SIGNED 5/31/95

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. Amendment No. 5	3. EFFECTIVE DATE See Blk 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Oakland Operations Office 1301 Clay Street, Rm 700N Oakland, CA 94612-5208		7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Offerors:		9A. AMENDMENT OF SOLICITATION NO. X DE-RP03-93SF19686	9B. DATED (SEE ITEM 11) May 14, 1993	
		10A. MODIFICATION OF CONTRACT/ORDER NO.		
		10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 5 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)

See Attachment A

In accordance with E. above, please acknowledge receipt of this Amendment No. 5 by June 23, 1995.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Frank E. Rivera, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David J. Tenca Contracting Officer
15B. CONTRACTOR/OFFEROR <i>Frank E. Rivera</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>David J. Tenca</i> (Signature of Contracting Officer)
15C. DATE SIGNED 6/22/95	16C. DATE SIGNED 6/14/95

## 5.0 EXCEPTIONS AND DEVIATIONS

The ADC Team takes no exceptions, makes no deviations, and makes no conditional assumptions to the model contract.

Additionally, no exceptions or deviations are taken in other volumes of the proposal.



*Proposal to Provide:*

# Technical Services in Support of DOE/OAK Office Programs

## VOLUME II: TECHNICAL PROPOSAL

*Presented to:*

Department of Energy  
Oakland Operations Office

*In Response to:*

*Amended Sol. No. DE-RP03-93SF19686  
July 7, 1995*

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this proposal.

*Presented by:*

Advanced Data Concepts, Inc.  
1500 NE Irving, Suite 310  
Portland, Oregon 97232-2183



*and*

**PAI**  
PAI Corporation

**BDM**  
BDM International

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**DE-RP03-93SF19686, Amended**

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## 1.0 TECHNICAL SUMMARY

*The ADC Team has the experience, qualified personnel, demonstrated technical expertise, and proven management capability to provide DOE-OAK with the best value and the best performance.*

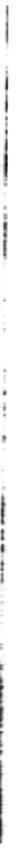
The ADC Team has revised our proposal to demonstrate how we will perform and manage this work to meet the new requirements of the DOE Oakland Operations Office (DOE-OAK). During the last two years, DOE has been undergoing significant changes that are necessitated by new political and budget realities. The ADC Team members are current on these changes by virtue of their continued support to DOE programs and projects. ADC provides support in safeguards and security at DOE Albuquerque Operations Office; PAI Corporation is providing support in environmental safety, health and facility

operations at DOE-OAK, Albuquerque, Oak Ridge, Richland, Savannah River, and Nevada; BDM is providing support in all SOW Task Areas to DOE, EPA and private industry.

Our team has the expertise and skilled personnel needed to assist DOE-OAK accomplish their Statement of Work (SOW) in this new era of "more for less." This need for increased economy and productivity heightens the value of the proven expertise, highly qualified personnel, and records of accomplishments the ADC Team brings to this contract.

Why the ADC Team?	
Team Features	Benefits to DOE-OAK
<ul style="list-style-type: none"><li>● In-depth knowledge of DOE based on years of contract experience in required task areas</li><li>● DOE-OAK incumbency, record of exemplary performance and cost efficiency</li><li>● Strong managerial approach, including QA and OCI procedures</li><li>● Qualified, dedicated, experienced personnel for all required task areas</li><li>● Combination of two qualified small businesses reinforced by the resources, experience, and depth of a large business</li><li>● No actual or perceived Organizational Conflict of Interest</li></ul>	<ul style="list-style-type: none"><li>● Credible, competent technical support for DOE-OAK mission; low risk</li><li>● No time lost in start up, proven capabilities</li><li>● Fair, objective, and accountable support services</li><li>● Responsive and reliable services</li><li>● Balanced team with complementary technical strengths, depth of resources</li><li>● No impediment to performing work for DOE-OAK tasks.</li></ul>





## 1.1 THE ADC TEAM

The ADC Team consists of two small, minority-owned businesses that are well known to DOE-OAK through their current and previous support services; plus a large business which will ensure availability of expertise and staffing resources.

ADC, the prime contractor, is a graduated 8(a) business with eighteen years of performance record with DOE programs and projects. In the last four years, ADC has performed \$73.7 million of technical and administrative support services as a prime contractor to DOE Operations Offices, DOE-Bonneville Power Administration, the U.S. Department of Agriculture, General Services Administration, and other government agencies. In particular, ADC has performed and managed complex, multi-disciplinary, multi-task contracts that are similar to this SOW. ADC was the contractor to DOE-OAK for technical support for the safeguards and security program, and is the current safeguards and security support service contractor to DOE-AL. ADC's performance has resulted in several awards.

PAI Corporation is the incumbent on ES&H and Facility Operations technical support for DOE-OAK. This was a small business contract won in 1989 in a national competition. An 8(a) certified firm, PAI is well known among the DOE community as a cost-conscious, quality-oriented, and customer-oriented company. It has been awarded and is performing contracts for DOE at Oak Ridge, Nevada, Savannah River, Albuquerque, Weldon Springs, Richland, Paducah, and Oakland. The more than 300 PAI associates are experienced specialists, 90% of whom have college degrees (50% with PhDs and MSs); 40% have certifications (e.g. PE., CIH, CHP.); and more than 100 of whom have Q or L security clearances. PAI associates have received more than 130 letters of commendations or appreciation from DOE task leaders. Since 1991 PAI has excelled in cost control and has achieved savings for DOE between 0.5% and 7% per year. PAI has been rated "excellent" by

---

### ADC Awards

The quality of ADC's performance has been recognized by several awards:

Regional and State Entrepreneurial Success Awards, 1994, Small Business Administration

Regional Finalist, Entrepreneur of the Year, 1992, Inc. Magazine, Merrill Lynch, and Ernst & Young

Minority Contractor of the Year, 1991, U.S. Department of Agriculture, Washington, D.C.

Administrator's Award for Excellence, 1989, W.S. Small Business Administration, Washington, D.C..

Minority Contractor of the Year, 1988, Soil Conservation Service, Washington D.C.

Federal Minority Contractor of the Year, 1988, Federal Executive Board of Portland

---

every DOE operation that it serves, and has been given awards of excellence by Martin-Marietta, the Governor of Tennessee, and the Small Business Administration.

BDM International, Inc. is a \$700 million, 7,000 employee professional services company with 60 offices throughout the country and overseas. BDM Federal's Government Technology Group is the organizational unit that joins with ADC



and PAI in this proposal. This group has extensively supported DOE's programs of the offices of Fossil Energy, Security Affairs, Environmental Management, and Defense Programs. BDM has a long-standing reputation for providing innovative and reliable scientific, engineering, and management support services. It brings to the team its expertise and record of having supported DOE at the headquarters level in safeguards and security, environmental safety and remediation, and technology development.

In addition to its capabilities and record of outstanding service to DOE in all areas of the SOW and the many DOE offices throughout the country and at headquarters, the ADC Team brings to DOE-OAK an unique feature that will assure efficiency and cost effectiveness of the services:

Personnel of the three firms will work seamlessly under the ADC Project Manager

- Self-directed work teams will be formed by the Project Manager to respond quickly and effectively to the DOE requirements for specific work assignments

The self-directed work teams may consist of any personnel from three firms without distinction, with the sole purpose of providing the specific services. The shares of the work and the fees to be received have been pre-determined by teaming agreements which are transparent to DOE.

## 1.2 ORGANIZATION AND PERSONNEL

Exhibit 1.2-1, shows the ADC Team's project organization and lines of communication. Exhibit 1.2-2 shows the staffing alignment to accomplish the SOW, including the DMPH.

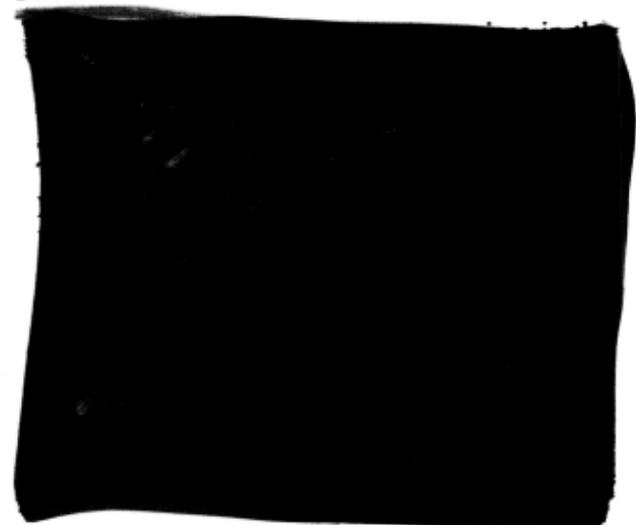
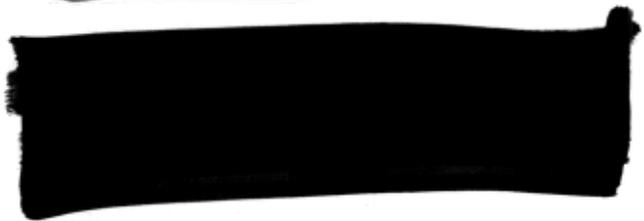
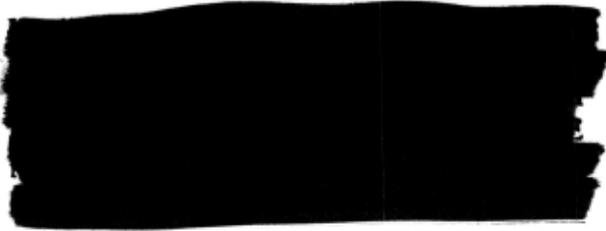




Exhibit 1.2-1 Overall Project Organization

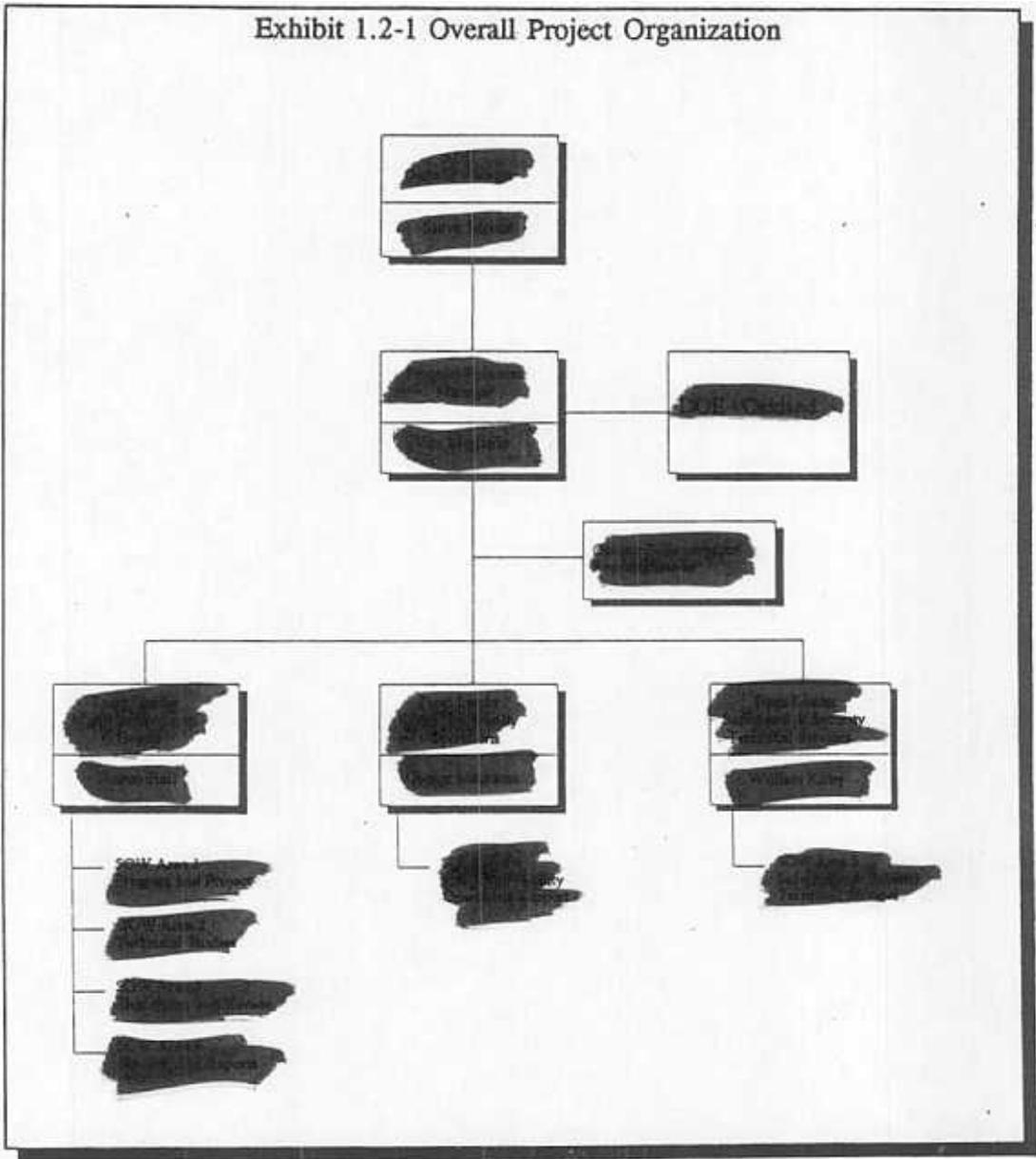
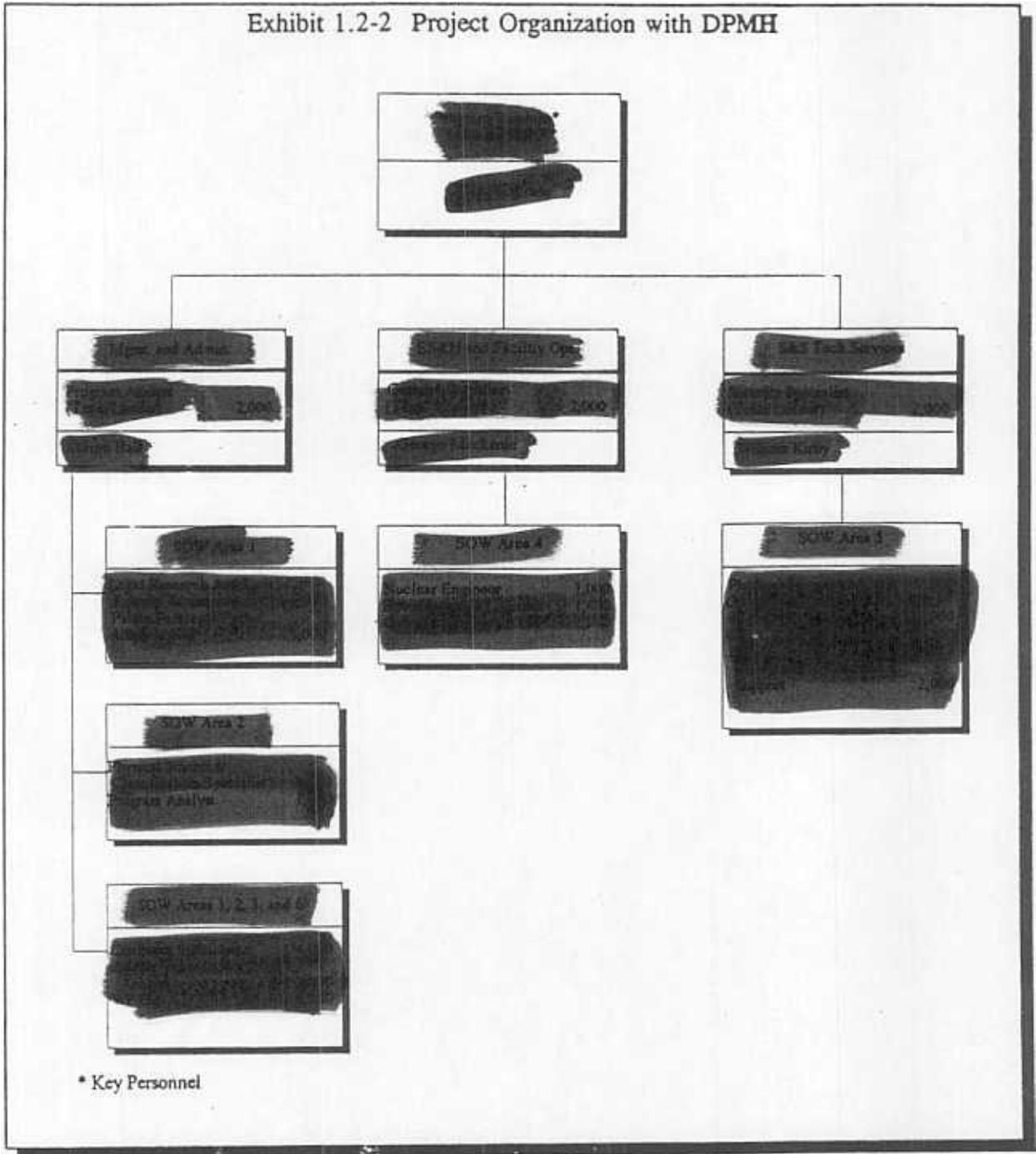


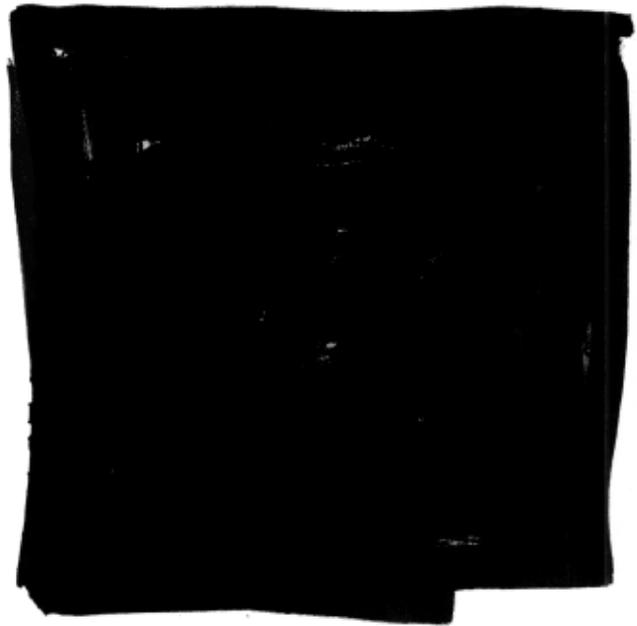
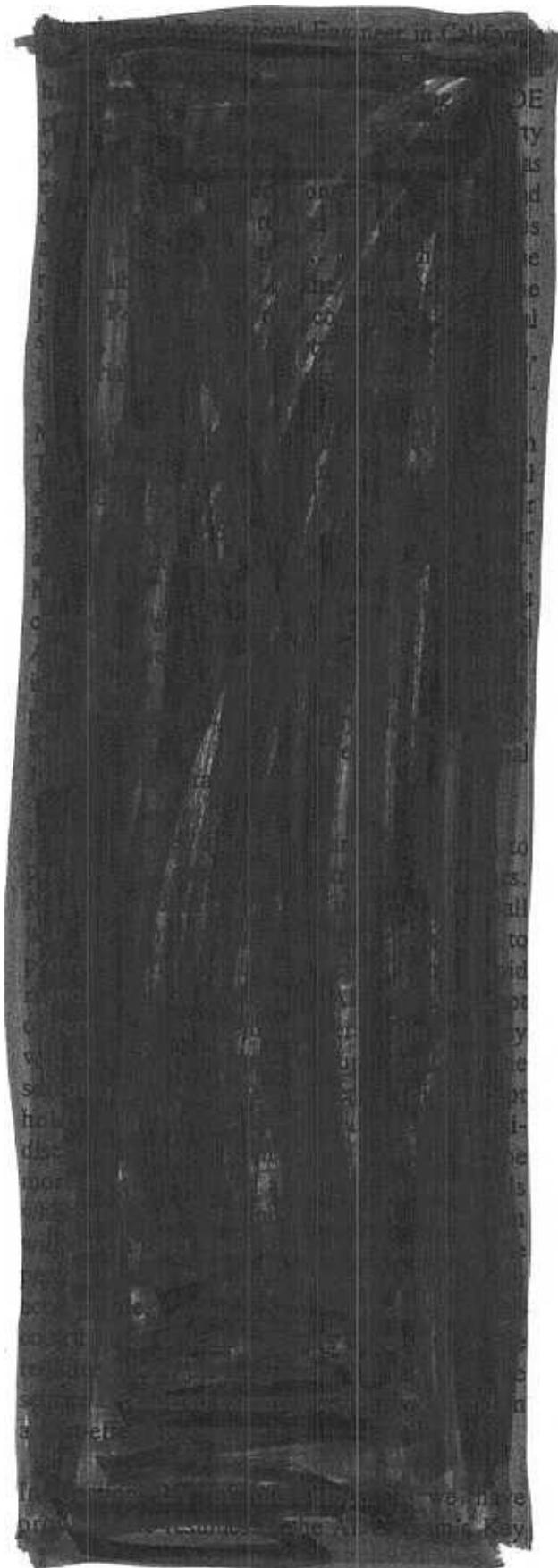
Exhibit 1.2-2 Project Organization with DPMH



[Redacted text block]

[Redacted text block]





### 1.3 EXPERIENCE OF THE ADC TEAM

Exhibit 1.3-1 on the next page summarizes the ADC Team's technical experience in major contracts that are of similar or exact nature as this SOW. The salient features of this chart show:

- Each of the ADC Team members has experience in the six major task areas of the SOW. Some members have more in one area than another, an indicator of our complementary technical capabilities and experience which cover the spectrum of DOE-OAK's needs.

The PAI Team's technical capabilities and experience include not only work at DOE-OAK, but also at other DOE sites, all of which are current. Our Team, therefore, can bring not only the requisite staff, but also lessons learned from elsewhere in the DOE complex and the private sector.

The number of person-years of experience speaks volumes for our experience and capabilities.

In addition to our records of performance, the team offers DOE-OAK the benefit of proven



**Exhibit 2.2-1  
ADC Team's Experience in SOW Task Areas**

	SOW Requirements						Total Person-years
	Program/Project Management	Technical Studies	Document Preparation and Review	ES&H and Facility Operations Support	Safeguards & Security Technical Service	Briefings and Reports	
ADC	DOE - San Francisco Operations Office Safeguards and Security - DE-AC03-88SF17290	●	●	●		●	129
	DOE - San Francisco Operations Office Consulting Services - DE-AP03-91SF19161	●		●		●	.1
	DOE - Albuquerque Operations Office Safeguards & Security Tech Support - DE-AC04-92AI 74199	●	●	●		●	80
	DOE - Rocky Flats Office Consulting Services - DE-AC34-92RF00460 DE-AP34-92RF0045	●	●	●		●	.1
	EG&G Idaho Consulting Services - POIC C-90103216		●	●			.2
	National Renewable Energy Laboratory (formerly SERI) Consulting Services - POIC B-0-49237-1		●	●		●	.1
	DOE - Bonneville Power Administration Administrative Support Services - DE-AC79-89BP00180	●		●			.500
	DOE - Bonneville Power Administration ADP Support Services - DE-AM79-89BP96545				●		44
	General Services Administration Systems Definition and Design - GS00K-91-A-ID-0500	●	●	●		●	14
PAI	DOE-OAK Operations Office Tech/Mngmt Support to AMEMS, AMDP, and AMNE - DE-AC03-90SF18504	●	●	●	●	●	15
	DOE-OR Operations Office Tech/Mngmt Support to DOE/OR and MMEs - DE-AC05-88OR21794	●	●	●	●	●	180
	DOE-NV Operations Office Support to in ES&H and ERWM DE - AC08-89NV10793 DE-AC08-95NV11762	●	●	●	●	●	115
	Lockheed Martin Energy Systems, Inc. Safety Review	●	●	●	●	●	29
	DOE-RL Operations Office Support Services for ESH&OA Oversight Functions - DE-AC06-92RI 12088	●	●	●	●	●	13
	DOE-SR Operations Office Technical Support for AMFO-DOE-SR - DE-AC09-SR18221	●	●	●	●	●	15
	DOE/WSSRAP Project Plan & Rvw, Tech Rvw, & Regulatory Rvw - DE-AC05-92OR22060	●	●	●	●	●	30
	Jacobs Engineering Group DOE-ORO Environ. Restoration Program Tech Support	●	●	●	●		
	DOE - Office of Environmental Management Technical Support Services - DE-AC01DP48063, DE-AC01-92EW30030	●	●	●	●	●	458
BDM	DOE - Office of Defense Waste and Transportation Management (DWTM) Technical Support Services DE-AC01-87DP-48042	●	●	●		●	54
	DOE - Office of Procurement Operations Safeguards and Security DE-AC01-87DP-30364 (Mendian, Pnme) DE-AC01-93A-10043 (Mendian, pnme)	●		●		●	190
	DOE - Office of Technology Development (EM-50) Technical Support Services - DE-AC01-93EW-00512 (WPI, Pnme)	●	●	●	●	●	303
	DOE - Office of Planning and Resource Management (EM-10) Technical Support Services - DE-AC01-93EW-10279 (Coleman Research, pnme)	●	●	●	●	●	109
	Systematic Management Services, Inc. Plutonium Recovery Program 87RF01, 87RF03		●	●	●	●	6



cost-effective performance in this new era of decreasing budget and cost consciousness. ADC, PAI, and BDM have operated within their budgets on contracts, and we have consistently addressed our indirect costs to assure the best possible value to the government.

ADC operated under budget for the prior DOE-OAK contract for \$1.2 million over a five year period. During this time processes were enhanced, many efficiencies were achieved, special projects were performed within the existing budget.

PAI has received a rating of "Excellent" for every contract it performed. The Staff has received more than 130 letters of commendation or appreciation from DOE. For four years in a succession (since 1991), PAI credited DOE with cost savings. For example, in December 1994, PAI sent to DOE and its cost-plus clients negative invoices amounting to \$1.05 million, or 7% of its 1994 revenues.

#### 1.4 TECHNICAL APPROACH

Our approach to performing the SOW Task Areas is based upon the successful performance of these requirements for the DOE at Oakland and other DOE sites.

Section 2.3 describes the ADC Team technical approach which emphasizes flexibility, planning, appropriate skill selection, self-directed work team assignments, responsiveness, cost effectiveness, and communications.

The Project Manager, [REDACTED] will work closely with the DOE-OAK Contracting Officer's Technical Representative (COTR) to identify the needs for technical support from DOE. He will involve the DOE points of contact and ADC Team Leaders in the work scope and cost planning. The management team will identify and select work team members to assure complete accountability for the services. When these steps are approved by the COTR and/or CO, the work team will proceed to work closely with the DOE points of

contact to accomplish the requirements. Task technical and cost reporting will be in accordance with the work plan. Task close out and accounting will take place when the assignment is accomplished to the satisfaction of the client.

The program and project management support required under Task Area 1, Program and Project Management, is broad in scope, requiring both technical and administrative skills. The ADC Team's approach will focus on developing a master plan for these requirements to assure the necessary expertise will be applied to all assignments in this area.

Task Area 2, Technical Studies, requires support in planning, program assessment, analysis, classification of documents, and business administration activities. Our approach emphasizes a thorough initial analysis of the task, development of an action plan and a realistic schedule. A calendar of critical events will be established.

Requirements for Task Area 3, Document Preparation and Review, involve technical support and development; review of documents; plus administrative support in the generation of the results of such reviews.

Our approach to Task Area 4, ES&H and Facility Operations Support, will follow a logical sequence to plan, organize, conduct, evaluate, and report on specific task assignments. Our objective is to assist DOE-OAK in identifying and eliminating deficiencies and problems at specific facilities and in formulating corrective action plans and requirements. We will work with DOE-OAK personnel to develop an overall schedule and management plan to facilitate oversight planning and the efficient allocation of resources.



The ADC Team's approach to Task Area 5, Safeguards and Security Technical Service, identifies an S&S Team Leader to control specific task assignments within a realistic span of control, ensure a unified and integrated approach to each assignment, and ensure that the most qualified staff members are assigned to the specific task at hand. He assures the quality of the results to be achieved and assures the best utilization of resources.

Task Area 6, Briefings and Reports, is primarily document generation and scheduling. Our approach is simple -- we will provide staff who are proficient with the use of personal computer software tools to effectively produce the results. Our Team will implement a results-oriented quality control system.

It should be noted that the complexity and fast-changing nature of the SOW requirements calls for flexibility in technical readiness and constant communication among the ADC project management team and the DOE COTRs. Appropriate skill identification and selection to form work teams to respond to specific requests is the key feature of the ADC Team's approach to achieving rapid, responsive, efficient, and cost effective services for DOE-OAK.

### 1.5 TASK MANAGEMENT

Section 2.4 discusses the ADC Team's approach to task management.

The Project Manager, [REDACTED] is the single point of contact for the team from the administrative, quality, and cost aspects. He will work with the DOE COTR to receive the

assignments. He will coordinate activities with the PAI and BDM points of contact and the DOE leads to plan the work and to prepare the cost plan. He will then work with the PAI and BDM points of contact to form the work teams. He will also appoint quality review and cost control personnel to ensure that the work has independent oversight. In the process of carrying out these tasks, he is assisted by the Team Leaders and administrative personnel as needed.

Administrative procedures described in Section 2.4 include definition of roles and responsibilities, process for task planning, execution and control, interface, and accountability. After a work team (which can consist of one or more persons) is formed, the Project Manager also appoints a quality assurance person (who can be the QA specialist or another person, depending on the nature of the work) who is directly responsible for technical cost review of the team. This person will also be a lay window to identifying any incipient problem of the team. Another window to identifying problems is the constant communications and oversight, through short meetings or through weekly/monthly reports. When a problem is detected, the Project Manager will appoint a Team Leader, or will personally intervene to provide corrective actions, including soliciting comments from the client.

ADC, PAI and BDM have accounting systems that have been audited and approved by the DCAA. Our systems are capable of reporting costs at several levels of accountability.







**2.1 QUALIFICATIONS OF PROPOSED PERSONNEL AND PERSONNEL MANAGEMENT**  
*(Criterion 1)*

We offer DOE-OAK a team of exceptionally qualified professionals, committed to the success of this contract. Our proven approach to staffing and management ensures the best utilization of our personnel's expertise in support of DOE-OAK.

The ADC Team will provide DOE-OAK with the best qualified personnel to perform this work. We will staff this contract with personnel who have already demonstrated their capabilities and expertise, and talented specialists drawn from the considerable personnel resources our three companies collectively offer DOE-OAK.

The ADC Team offers DOE-OAK significant depth of personnel resources as an additional strength. Exhibit 2.1-1 illustrates the technical strengths of ADC Team's personnel and the staffing resources to meet short-term, unexpected, or urgent requirements of DOE-OAK.

**Exhibit 2.1-1**  
**Available ADC Team Staff**  
**Depth of Experience**

	Number Of Staff Available	Number of Q/L Cleared Staff Available	Average Years of Experience				
			5	10	15	20	25
Program and Project Management	90	60	[Bar chart showing experience distribution for Program and Project Management]				
Technical Studies	182	108	[Bar chart showing experience distribution for Technical Studies]				
Document Preparation	127	75	[Bar chart showing experience distribution for Document Preparation]				
ES&H and Facility Operations Support	125	84	[Bar chart showing experience distribution for ES&H and Facility Operations Support]				
Safeguards & Security Technical Support	53	46	[Bar chart showing experience distribution for Safeguards & Security Technical Support]				
Briefings & Reports	128	71	[Bar chart showing experience distribution for Briefings & Reports]				

### 2.1.1 Technical Experience of Proposed Personnel

(Subcriterion 1.1)

The ADC Team has assembled a workforce of personnel whose skills, accomplishments, and experience are exceptionally well matched to the task requirements of DOE-OAK. Our Team has provided personnel for 26 of the 34 positions included in this contract. The remaining positions will be phased in with staff who have committed to perform on this effort upon award.

We understand that these technical tasks demand highly specialized expertise, developed through experience within the DOE complex, which will provide DOE-OAK with the necessary level of confidence in the results of assessments, reviews, and oversight support. All the personnel we propose have demonstrated this degree of expertise, and they meet or exceed all qualifications criteria described in the RFP.

In the next section we summarize the qualifications of the key personnel proposed for this project and provide their resumes. The second section presents, without names, resumes for non-key personnel. All non-key personnel proposed by the ADC Team are specific individuals. These resumes are not composite resumes or descriptions of ideal qualifications; but real people available to begin, or continue support at DOE-OAK.

#### 2.1.1.1 Key Personnel

The ADC Team's selection of key personnel was a careful and deliberate process. Two of the three people selected have been employees of ADC, the prime contractor, and are well known for their outstanding technical and managerial skills as well as their loyalty to the DOE-OAK mission and objectives. The fourth person is outstanding in his field, with many years of experience at Lawrence Livermore National Laboratory. His performance is well known to those he has served, and he is fully committed to be a full-time ADC employee upon award of this contract.

Our collaborative evaluation of their qualifications to serve as key personnel for this contractual effort was based upon:

- Past performance and level of responsibilities
- Managerial skills
- Individual commitment to the integrated approach to tasking
- Experience within the DOE complex
- Knowledge of the DOE-OAK requirements in the SOW
- Demonstrated ability to plan and manage required work

The ADC Team's three key personnel have excellent qualifications for each of these criteria. Our key personnel are:

Mr. Vito Magliano

Project Manager

Ms. Norma Del Gaudio

Classified Document Control Center(CDCC)

Task Manager

Mr. James Stuart

Physical Scientist/Classification Specialist

Together, they have 65 years of experience with DOE programs.

We had previously proposed Ms. [REDACTED] as the CDCC Task Manager. [REDACTED] has moved to Annapolis, Maryland, and is no longer available for full-time employment at DOE-OAK. However, she has assured the ADC Team that she would be available to assist with start-up activities upon award of this contract and with any other part-time special assignments if her particular expertise is required.

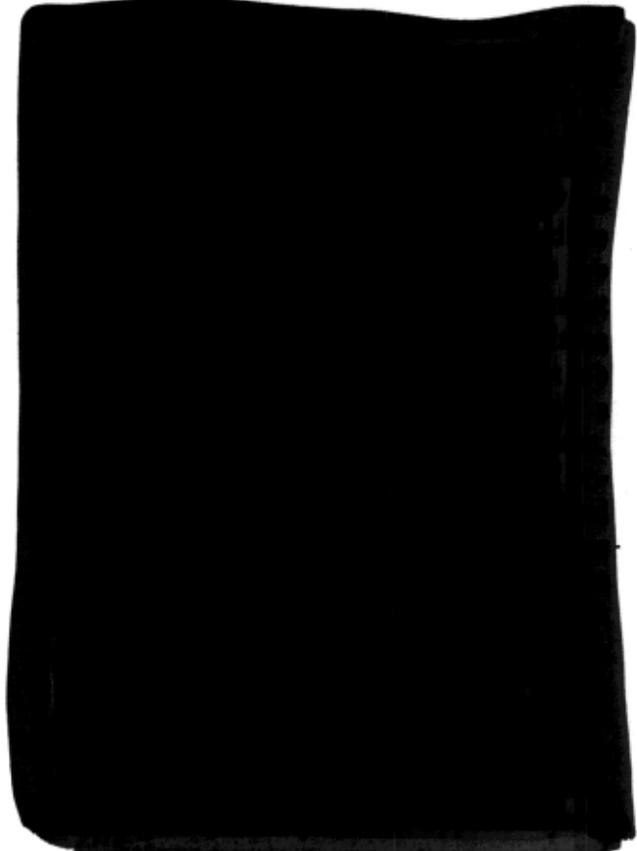
This commitment is indicative of the dedication and professionalism of the personnel that the ADC Team will provide.

Our key personnel and our management team are leaders who will emphasize employee morale, motivation, and maximum utilization of staff skills. The ADC Team believes that a loyal, motivated staff will best fulfill the needs of DOE-OAK.

We are people-oriented companies and committed to providing a productive and satisfying working environment. Our key staff focus on this vision in order to turn it into reality.



Like ADC, PAI and BDM have automated data bases for rapid identification of qualified personnel to meet staffing requirements. The collective resources of the ADC Team, coupled with our efficient human resource management systems, ensure that we will identify and assign qualified individuals to all DOE-OAK tasks.



Another significant source of applicants and new employees for both companies are referrals from current employees. All three teaming partners are proud that employees recommend their respective companies to colleagues and friends.

**Short-Notice and Priority Requirements.** The ADC Team knows that unexpected and urgent requirements can occur on a regular basis. We have the resources and commitment to respond effectively to DOE-OAK short-notice and priority requirements. We have frequently met such needs for our customers. Two examples of ADC's ability to deliver on this pledge follow.

- On the S&S contract, DOE-OAK tasked

ADC to assemble a 35-person, Q-cleared survey team with only two weeks notice. ADC assembled the necessary staff and they were ready to begin work by the scheduled date.

- DOE-AL was faced with the loss of contractor support for two key functions, the Personnel Security Vault and Visitor Control and Badge Office. ADC was approached by AL Contracts Office and asked to provide these vital services until such time a new contract could be negotiated. In less than 48 hours of the request the areas were fully operational and staffed with ADC personnel.

Our teaming partners have frequently demonstrated exceptional responsiveness in meeting unexpected staffing requirements for their clients.

- In 1991 there was an accidental release from the LLNL Tritium Facility. PAI received an urgent request for a Tritium expert on a Friday; the following Monday Dr. Jacober of PAI's Savannah River Office was on hand to assist with mitigation and explaining the relatively small risk to the public.
- PAI responded within a week to a request from DOE-SR for chemical experts for the "Red Oil" problem at SR's Radioisotope Separation facilities. A three-member work team reviewed the situation and reported to DOE-SR's satisfaction that controls were in place and were reinforced to avert recurrence.
- In 1991 BDM was tasked by DOE EM to assemble a multi-disciplinary team of technical and operations experts to conduct the Waste Isolation Pilot Project Operational Readiness REview (WIPP ORR). Within 12 days after receiving the request BDM had 30 hand-selected specialists on site in Carlsbad, NM, meeting DOE's deadline. The Team





successfully accomplished its ORR and delivered its report to the Secretary on time.

When faced with a short-notice requirement, our management team will evaluate two courses of action. First, they will examine the status of current task work to determine if present staff assignments can be modified to accommodate a short-notice requirement. If not, or if present staff are not qualified to fully meet the requirements, the ADC Team will look to its own staff on other sites and to our subcontractors or consultants. As shown in Exhibit 2.1-2, the three companies on the ADC Team offer DOE-OAK great depth in task-qualified, Q-cleared personnel. Our Project Manager has full authority to execute the steps necessary to fulfill a short-notice requirement, assuring technical responsiveness in a cost effective manner.



In addition to in-house personnel resources, all three companies maintain data bases of pre-screened and qualified candidates for employment. These data bases are a rich source of temporary, short-term, or replacement staff.

We also have extensive networks to locate personnel from consultants, supplementary staff, subcontractors on other contracts, and within the DOE community.

ADC, PAI, and BDM are fully committed to providing all needed personnel resources to meet the requirements of this contract.

There may be times when a DOE-OAK task staffing need is highly specialized and very few people are qualified to meet the skill requirements. When the right person is found, the qualifications and costs will be presented to DOE-OAK as part of the task response. It will then be DOE-OAK's decision to proceed, based on this information.

As with short-notice requests, the ADC Team will meet priority requests either through reassignment of current contract staff or

utilization of additional resources. Any cost impacts will be discussed with DOE-OAK management. There may be occasions when task priorities may be in conflict. In such cases we will provide DOE-OAK with the information needed to make an assessment and assign priority. The track record of the ADC Team at DOE-OAK and other DOE offices demonstrates that we can respond and perform under this scenario.

Another case that demonstrates ADC's ability to respond to short notice requirements was an urgent need for technical support to the Classification and Declassification staff at AL. When DOE Headquarters mandated review and declassification efforts were announced, AL was slated to play a key role in the process. They were required to provide support in the form of qualified personnel for this massive undertaking. ADC was asked to provide additional staff members for this unusual effort. Within one week two full qualified staff members were on site. The efforts of these technical experts enabled AL to meet their Headquarters levied suspense.

The effectiveness of our management systems and methodologies, including our staffing approach, has been demonstrated through outstanding performance on contracts with DOE and other Federal agencies. These systems and methodologies for planning and control are thoroughly described in Section 2.4 as well as in Volume III of this proposal. Our proven management techniques ensure that our performance on this contract will go well beyond meeting the minimal contractual obligations.



**Key Personnel.** The ADC Team has selected key personnel who are exceptionally well matched to the requirement of these positions. The key personnel are:

[REDACTED]

Each of these key personnel will devote 100 percent of his or her time to this project.

Our staffing plan also provides that all other full-time staff assigned to this contract will be available to meet their staffing assignments.

**Corporate Personnel Resources.** The on-site personnel resources of the ADC Team are backed by a large pool of subject matter experts

within each teaming partner's corporate staff.

Exhibit 2.1-2 summarizes the corporate resources available to augment contract personnel as needed in carrying out the work on this contract. All three members of the ADC Team are fully committed to making personnel available to short- or long-term assignments to meet contract requirements.

The DOE environment demands flexibility and real-time management of resources to meet unscheduled priority needs. As we have shown, our application of integrated management will ensure the most efficient assignment of personnel across all task areas and responsiveness to short-notice requirements. Our management team, with the full support of our corporate staff, will meet all DOE-OAK staffing needs efficiently. We are firmly committed to providing the best possible support to DOE-OAK's short-term and long-term objectives.

**Exhibit 2.1-2  
Available ADC Team Staff  
Depth of Experience**

	Number Of Staff Available	Number of Q/L Cleared Staff Available	Average Years of Experience				
			5	10	15	20	25
Program and Project Management	90	60	[REDACTED]				
Technical Studies	182	108	[REDACTED]				
Document Preparation	127	75	[REDACTED]				
ES&H and Facility Operations Support	125	84	[REDACTED]				
Safeguards & Security Technical Support	53	46	[REDACTED]				
Briefings & Reports	128	71	[REDACTED]				

