

AMENDMENT OF SOLICITATION

1. AMENDMENT NO. 03

2. EFFECTIVE DATE – 11/10/2025

3.
PAGE 1 OF 1

4. ISSUED BY: **Southern Ohio Cleanup Company LLC**
P.O. Box 368
3930 US Route 23 South
Piketon, OH 45661

5. NAME AND ADDRESS OF CONTRACTOR (*Name, street, county, state & zip code*)

All Offeror(s)

6. AMENDMENT OF (RFP)
SOLICITATION NO. FBPSC239551

DATE

10/2/2025

7.

The above numbered solicitation is amended as set forth in Item 8. The hour and date specified for receipt of Offers X 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 5 and 9, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or e-mail which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 e-mail or letter, provided each e-mail or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

8. DESCRIPTION OF AMENDMENT

Except as provided herein, all terms and conditions of the document remain unchanged and in full force and effect.

Update the below sections with the information provided below:

Pre-Proposal Conference and walkdown is re-scheduled for: November 17, 2025.

- **Provide updated attendee list if any changes are made.**

Questions Due: November 20, 2025.

Proposal Due Date Extended to: December 1, 2025

Provide updated Reps and Certs to be submitted with Proposals.

Provide current Questions and Answers.

9A. NAME AND TITLE OF SIGNER (*Type or print*)

10A. Fluor BWXT Portsmouth LLC

Mark Pollard – Contract Administrator

9B. CONTRACTOR/OFFEROR

9C. DATE SIGNED

10B.

10C.
DATE
SIGNED

(*Signature of person authorized to sign*)

(*Signature*)



REPRESENTATIONS AND CERTIFICATIONS

The Offeror identified below certifies to the following facts. The full text of the representations and certifications with FAR references are available at <https://www.acquisition.gov/> or can be supplied by Southern Ohio Cleanup Company LLC.

Company Legal Name:			
Unique Entity ID:		Cage Code:	
Address:			
NAICS Code(s):			
City:	State:	If in Ohio, County:	ZIP Code (9 digit):
Contact:		Internet Homepage:	Email:
Offeror provides	<input type="checkbox"/> Goods <input type="checkbox"/> Services	Employee/Tax I.D. No.	
Is your Company active on SAM.GOV? Yes No			
Offeror is:			
<input type="checkbox"/> An Individual	<input type="checkbox"/> A Joint Venture	<input type="checkbox"/> A Nonprofit Corporation	
<input type="checkbox"/> A Partnership	<input type="checkbox"/> A Foreign Citizen	<input type="checkbox"/> A State or Local Government Agency	
<input type="checkbox"/> U.S. Government Agency	<input type="checkbox"/> A Corporation Incorporated in the State of:		
Remit to Address if different than above:			
P.O. Box		City:	
State:		Zip Code:	
Phone:		E-mail:	
Contact:		Title:	
Parent Company Name:			
Unique Entity ID:			
Address:			
P.O. Box:		City:	
State:		Zip code:	
Phone:		E-mail:	
Contact:		Title:	
The Offeror represents as part of its offer that it <input type="checkbox"/> IS <input type="checkbox"/> IS NOT a Women Owned Business (other than Small business) FAR 52.204-5 (OCT 2014)			
The Offeror represents as part of its offer that it <input type="checkbox"/> IS <input type="checkbox"/> IS NOT a small business concern. FAR 52.219-1 (SEP 2021) Complete the following only if the Offeror represents itself as a small business concern:			
The Offeror <input type="checkbox"/> IS <input type="checkbox"/> IS NOT a women-owned small business concern.			
The Offeror <input type="checkbox"/> IS <input type="checkbox"/> IS NOT an economically disadvantaged women-owned small business concern.			
The Offeror <input type="checkbox"/> IS <input type="checkbox"/> IS NOT a veteran-owned small business concern.			
The Offeror <input type="checkbox"/> IS <input type="checkbox"/> IS NOT a service-disabled veteran-owned small business concern.			
The Offeror <input type="checkbox"/> IS <input type="checkbox"/> IS NOT an SBA certified HUBZone small business concern.			
The Offeror <input type="checkbox"/> IS <input type="checkbox"/> IS NOT an SBA certified HUBZone joint venture that complies with the requirements of 13 CFR Part 126.			
The Offeror <input type="checkbox"/> IS <input type="checkbox"/> IS NOT a small disadvantaged business concern as defined in 13 CFR 124.1002.			

Complete only if the Offeror represents itself as a small disadvantaged business concern

- | | | |
|--|---|--|
| <input type="checkbox"/> Black American | <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Alaskan Native American | <input type="checkbox"/> Asian Pacific American | <input type="checkbox"/> Subcontinent Asian American |
| <input type="checkbox"/> 8a Business Development Program | | |

Continue Here

The Company acknowledges that business conducted with Southern Ohio Cleanup Company LLC (SOCCo) will be performed based on high ethical and compliant standards throughout the entirety of the Company's engagement with SOCCo. The Company and its employees, affiliates or other personnel who are engaged to conduct business with SOCCo are informed of and understand SOCCo's Code of Ethics and Business Conduct located at <https://www.teamsocco.com/working-with-us/index.html>. As such, the Company agrees and understands its commitment to conduct business honestly, ethically, and in accordance with the applicable laws. FAR 52.203-13 (APR 2010)

Prices offered have been arrived at independently, without consultation, communication, agreement, or condition. That relates to the proposal by any other Offeror or competitor. The Offeror has not, and will not, disclose offered prices to any other Offeror or competitor prior to award of a resulting Contract or Purchase Order, or cancellation of this solicitation. The Offeror has not attempted to induce any other person or firm to submit, or not submit, an offer in response to this solicitation. Offeror warrants that the prices offered do not exceed those currently offered to any other customer for the same or similar quantities of the same or similar goods or services.

By signing in this block to the following certification, the offeror is not required to complete those Representations and Certifications that are provided in SAM.GOV.

The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Offeror Typed Name: _____ Offeror Signature: _____

I certify that the information provided on this form is accurate and true to the best of my knowledge, and any changed conditions shall be reported promptly to Southern Ohio Cleanup Company LLC.

These certification statements concern matters within the jurisdiction of an agency of the United States. Making a false, fictitious, or fraudulent certification may render Offeror subject to prosecution **Section 1001, Title 18, United States Code**. The Buyer may withhold an award based on any negative responses to the certifications above and/or Offerors' failure to adequately describe the conditions of the response.

Offeror agrees that the certifications and conditions provided herein are a material and binding part of, and are hereby incorporated by reference into, any resulting Contract unless specifically excluded in the Contract.

Signer is authorized to represent the business making this offer (Offeror) in all matters related to pricing, terms and conditions, conduct of business, and buyer-seller relationships between Offeror and the buyer.

Printed/Typed Name/Title

Company

Signature

Date

**SUPPLIER REPRESENTS AND CERTIFIES COMPLIANCE WITH THE FOLLOWING
FEDERAL ACQUISITION REGULATION (FAR) CLAUSES**

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

for acquisitions in excess of \$10,000

The offeror represents that—

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (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.

AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

for acquisitions in excess of \$10,000.

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 requirement of the rules and regulations of the Secretary of Labor.

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

for acquisitions in excess of the simplified acquisition threshold from all suppliers.

(a)

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

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

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

(B) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the

submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

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

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

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

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

**PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-
REPRESENTATION (Nov 2015)**

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation , or a subsidiary of an inverted domestic corporation , unless the exception at [9.108-2](#)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) *Representation.* The Offeror represents that-

- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

**REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT
AWARDS (Jun 2020)**

In accordance with Public Law 109-282 and FAR 52.204-10, you are required to provide certain information pertaining to compensation of executives in order to be eligible for any subcontract award of \$30,000 or more. Answer the following question(s) in connection with this requirement:

1. Did your company in the previous tax year have gross income, from all sources, over \$300,000? ☐ Yes ☐ No

- If you answered "No" to question 1, your company is exempt from this requirement. Completion of questions 2-4 and Table 1 are not required.

- If you answered "Yes" to question 1, please answer questions 2-4 below.

2. Did your company receive 80% or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance in the preceding fiscal year? ☐ Yes ☐ No

3. Did your company receive \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance in the preceding fiscal year? ☐ Yes ☐ No

4. Does the public have access to information about the compensation of your company's executives through periodic reports filed under 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (To

determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filing at <http://www.sec.gov/answers/execomp.htm>) ☐ Yes ☐ No

If the answers to questions 1, 2, 3 are “yes” and 4 is “no,” you are required to provide the names and total compensation of each of the five most highly compensated executives in your organization as part of this certification, and on an annual basis for the life of any resulting subcontract. Provide this compensation information in **Table 1** (below or provide an attachment). Please note that as required by public law and FAR 52.204-10(b), SOCCo will report this information to the government, and this information will be made public. Further, please note your continuing obligation to immediately notify SOCCo in writing of any changes to previously reported data.

TABLE 1--EXECUTIVE COMPENSATION DATA	
Executive Name/Title	Total Compensation(as defined in FAR 52.204-10(a))

(End of clause)

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

Per FAR provision 52.203-11 paragraph (c) Certification and paragraph (d) Disclosure in accordance with paragraph (g) Subcontracts at clause FAR 52.203-12 for acquisitions expected to exceed \$150,000.

(a) *Definitions.* As used in this provision—“Lobbying contact” has the meaning provided at 2 U.S.C.1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing

or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

Per FAR 4.2105(c) and 52.204-26

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) (1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

Per FAR 4.2105(a), and 52.204-24

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part

of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision— Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) Representation. The Offeror represents that--

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section.; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services.

The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

BUY AMERICAN CERTIFICATE (FEB 2021)

Per FAR [25.1101](#)(a)(2) and FAR [52.225-2](#) applicable to acquisitions exceeding the micro-purchase threshold.

(a)

(1) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product.

- (2) The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
- (3) The terms “domestic end product,” “end product,” “foreign end product,” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(b) Foreign End Products:

Line Item No.	Country of origin

[List as necessary]

- (c) The SOCCo will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.
- (End of provision)

ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

This section must be completed by **service providers** who perform work involving:

- Management support services
- Consultant or professional services
- Contractor performance of or assistance in technical evaluations
- Systems engineering and technical direction work performed by a contractor that does not have overall contractual responsibility for development or productions

- NOTICE -

Apart from other remedies allowed by law or contract, any nondisclosure or misrepresentation of relevant facts required by OCI may result in Department of Energy disqualification from future Southern Ohio Cleanup Company LLC and Government contracts.

Complete either the OCI representation statement A (if no potential conflict exists), OR statement B (for disclosure of potential conflicts). Do not complete both.

If you object to the release of this information to Southern Ohio Cleanup Company LLC, direct submission to DOE may be arranged. Refusal to comply with OCI requirements may result in disqualification for award.

Service providers are required to advise Southern Ohio Cleanup Company LLC of any change effecting organizational conflicts of interest resulting from changes in the service provider's activities (financial, contractual, personal, organization, or otherwise) or specific scopes of work, provided by Southern Ohio Cleanup Company LLC.

STATEMENT A: COMPLETE THIS SECTION IF THERE IS NO POTENTIAL FOR CONFLICTING ROLES OR POTENTIAL FOR UNFAIR COMPETITIVE ADVANTAGE.

Note: If potential does exist for conflicting roles or potential unfair advantage, skip statement A and proceed to statement B.

ORGANIZATIONAL CONFLICTS OF INTEREST 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 (an unfair competitive advantage does not include the normal flow of benefits from the performance of the contract).

Signature: _____ Date: _____

Name: _____ Organization: _____

Title: _____

- SEC Financial and Disclosure Form _
☐ SEC Form 10 –K is applicable and is attached
☐ SEC Form 10 – K is not applicable

STOP: SKIP STATEMENT B

STATEMENT B: COMPLETE WHEN DISCLOSING RELEVANT FACTS FOR CONSIDERATION OF A POTENTIAL CONFLICTING ROLES OR UNFAIR COMPETITIVE ADVANTAGE EXISTS.

ORGANIZATIONAL CONFLICTS OF INTEREST 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, 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 (an unfair competitive advantage DOES not include the normal flow of benefits from the performance of the contract) are fully disclosed on the attached ____ page(s) and formatted to show:

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

Signature: _____ Date: _____

Name: _____ Organization: _____

Title: _____

- SEC Financial and Disclosure Form

☐ SEC Form 10 –K is applicable and is attached

☐ SEC Form 10 – K is not applicable

ORGANIZATIONAL CONFLICTS OF INTEREST QUESTIONNAIRE
(To be completed with STATEMENT B ONLY)

1. What is (are) the major type (s) of business conducted by you (or your organization)?
2. Provide the names and description of subsidiaries and affiliates. If none, so state.
3. Identify any subcontractors or consultants who will perform (under this proposal) either technical consulting, management support services, or evaluation services activities, and attach their certification(s) or representation(s) and supporting data. If none, so state.
4. Identify and list any financial, contractual, or other relationship with any entity your organization has which relates to the performance of the statement of work of this solicitation. Include what portion of your organization's total income for the current and preceding fiscal year you expect to derive or have realized from these relationships. If none, so state.
5. Identify any interests or involvement in technologies that are or may be the subject of the statement of work of this solicitation. If none, so state.
6. Identify any circumstance where performance of the statement of work of this solicitation would result in your organization's evaluating or inspecting (on behalf of Southern Ohio Cleanup Company LLC) services or products of your organization, affiliate, or entity with which your organization has a client, organizational, financial, or other relationship. If none, so state.
7. Identify any contracts, subcontracts, grants, cooperative agreements, or other arrangements with the Department of Energy, other Federal agency, or their contractors, or a subcontract of any tier under the Department of Energy's or other Federal agency's prime contract that relate to the work described in the statement of work of this solicitation. On each item identified, indicate whether a provision that prohibits proposing to perform or performing work of the type or nature involved in the statement of work of this solicitation exists. If none, so state.

I hereby certify that I have the authority to represent my organization. I further certify that the answers provided here are true to the best of my knowledge and belief.

Signature: _____

Name (Printed or Typed): _____

Title: _____

	Question	Answers
1	Multiple FLOORS – Access options, what is the most likely?	
	a. Elevator – SOW states that the elevator may be available for use.	Elevator repairs are in the planning phase now and it is possible that it will be available for use.
	b. Stairs?	Multiple stairwells are located in the facility and are available for use.
2	Who will bring the Items to the chemical segregation area?	Contractor: The contractor will be responsible for locating chemicals within the facility and transporting the chemicals to the segregation area.
	Unknown Chemicals	
3	a. Estimated volume of items warranting HAZcat processing?	All available information has been provided to the bidders.
	Radiological Areas	
4	a. It appears most of the building is controlled from a radiological perspective, Will the company provide the personnel to assist moving from one area to another?	RadCon personnel will be staffed to the project to facilitate chemical movements within the facility and radiological release paperwork to leave the site.
	Training Requirements	
5	a. Mandatory i. 11.0 hrs. Appendix 1 Training Catalog 10.01.25?	11 hrs estimated for mandatory training courses only. Additional training courses will be required as determined applicable by your safety professionals.
	Eye wash Stations/First Aid	
6	a. Will these be provided by Company or will Contractor provide its own?	Contractor to provide.
	Is everything considered Radiologically impacted or Haz Only?	
7	a. It appears that the majority of items are located within controlled areas; will the items undergo a free release from the associated room prior to being taken to the processing/packaging for shipment area?	All items, including equipment and tools, located or utilized within the facility will go through a radiological release process that can take up to 30 calendar days.
8	Manifesting the Items	Contractor
	Clearances for Personnel	
9	a. Does the contractor need to provide individuals with any special clearances	No the area is located within a property protection area (PPA) and no clearance is required.
	Loading Docks	
10	a. Available for Use?	Yes
11	Forklift Support – Provider?	Contractor
12	Loading of Materials for Shipment to treatment and disposal facility.	Contractor
	300 gallon Diesel Tank –	
13	a. Does the tank have a bottom discharge valve for easy access to transfer the Diesel Fuel to (1) 275 Gallon Tote and (1) 55-gallon drum.	There are no low point drains on the tank. Two large caps are present on the top of the tank and assumed to be access points.
14	Please confirm that payment and performance bonds are not required for this contract.	Not Required
15	Based on the site visit delay, we respectfully request a one-week bid deadline extension, assuming the site visit will be rescheduled for the week of October 13th.	Amendment will provide updated dates since delay .
16	Is it agreeable for the contractor to pre-stage supplies (drums, pallets) prior to mobilization?	All deliveries are to occur after ATM is issued.