



REPRESENTATIONS AND CERTIFICATIONS (Jan 2015)

In anticipation of entering into a Basic Sales Agreement (BSA) with Company, the Buyer represents and certifies that:

1. TYPE OF ORGANIZATION. It operates as a U.S./Domestic entity as the following: (check one)

- individual _____
- sole proprietorship _____
- partnership _____
- nonprofit organization _____
- corporation _____
- professional corporation _____
- limited liability company _____

It is organized in the State of _____ and is licensed and authorized to conduct business in said state.

2. TERMS AND CONDITIONS. It has reviewed, will accept, and can comply with the “General Terms and Conditions for the Sale of Government Property (Jan. 2015)”.

3. TRANSPORTATION. It has, or has the ability to obtain, a 53-foot semi-tractor trailer(s) and driver(s) in compliance with all applicable Federal, State, Local and multi-jurisdictional laws, ordinances and regulations pertaining to the registration and licensing, and can have items transported from the ORNL facility within five (5) business days of being notified as the successful bidder for sales.

4. INSURANCE POLICIES. It has and maintains the following insurance policies (as applicable):

(A) Worker’s Compensation at the statutory Limits as required under Tennessee law.

(B) Employer’s Liability

(i) Bodily Injury by Accident \$1,000,000 each accident

(C) Commercial Automobile Liability Insurance - \$1,000,000 combined single limit per occurrence for bodily injury, including death and property damage for all owned, leased, hired, and non-owned vehicles.

(D) Commercial General Liability Insurance \$1,000,000 combined single limit per occurrence, including the following coverage:

(i) Premises and Operations;

(ii) Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by the Seller under this Agreement);

(iii) Independent Contractors;

(v) Personal Injury (with employment and contractual exclusions deleted)

5. CONFLICTS. No one employed by Buyer (full/part-time or contracted), or anyone in their household:

(A) has obtained or will obtain information not otherwise available to the general public regarding usage, condition, quality or value of the property that may be sold by the Company to Buyer; and/or

(B) has participated in:

(i) the determination to dispose of the property;

(ii) the preparation of the property for sale;

(iii) determining the method of sale.

6. INSPECTION. It has the ability to physically inspect items or property, in person, prior to submitting bid.

7. BID SUBMISSION. It has the ability to submit all bids electronically (via e-mail).

8. CERTIFICATION REGARDING RESPONSIBILITY MATTERS.

(A) The Buyer certifies, to the best of its knowledge and belief, that the Buyer and/or any of its Principals:

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

(ii) 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; and

(iii) 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)(ii) of this provision.

(iv) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

9. ANTI-KICKBACK. The Buyer certifies that it has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any kickback. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, to any Government prime contractor (e.g., the Company), prime contractor employee, subcontractor at any tier, or employee of a subcontractor at any tier, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Government contract or in connection with a subcontract at any tier relating to a Government prime contract.

The Buyer shall provide immediate written notice to the Company if, at any time prior to BSA award, the Buyer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The certifications and representation contained herein constitute a material representation of fact upon which reliance will be placed by the Company in determining whether to award a BSA to Buyer. If it is later determined that the Buyer knowingly rendered an erroneous certification, in addition to other remedies available to the Company, the Company may terminate the BSA resulting from this solicitation for default.

Buyer (legal business name): _____

EMPLOYER IDENTIFICATION NUMBER (EIN): _____

By: _____

Uki pcwtg<'' _____

Title: _____

Date: _____