



## REPRESENTATIONS AND CERTIFICATIONS FOR SUBCONTRACTS

For the National Renewable Energy Laboratory  
Managed and Operated by the Alliance for Sustainable Energy, LLC

The Alliance for Sustainable Energy, LLC is the Managing and Operating Contractor of the National Renewable Energy Laboratory (NREL) under U.S. Department of Energy (DOE) contract number DE-AC36-08GO28308 and has its principal place of business in Golden, Colorado. The following representations and certifications must be completed, and this form must be signed and returned to the requesting NREL subcontract administrator. The Consolidated Appropriations Act of 2014 requires NREL to collect and report certain data about subcontracting activities as of 1/1/2016. In addition to completion of these representations and certifications, **NREL requires all subcontractors/suppliers to register in the System for Award Management (SAM) at [www.SAM.gov](http://www.SAM.gov)**. NREL obtains Small Business Program reporting data from SAM. NREL may withhold awards to Offerors who have restricted visibility of their information in SAM. Information collected in these representations and certifications may be different than that required in SAM as a result of NREL's reporting obligations under contract number DE-AC36-08GO28308.

Any Subcontractor entering into a subcontract with NREL is responsible for informing the NREL subcontract administrator of any changed responses provided on this form at any time during the period of performance of any resulting subcontract.

### 1. Offeror Information

Required for all solicitations.

Company/Organization Name (insert legal name of company): City of Sanibel

Company Address (location): 800 Dunlop Road County of: Lee Congressional District Number: 19

(city, state, and zip code+4): Sanibel, FL 33957 + 4021

Remittance: It is NREL's standard practice to remit payment electronically via ACH/Wire Banking. Upon notification of award of an NREL subcontract, offeror is responsible for returning a completed "Request for ACH/Wire Banking Information" form to the NREL subcontract administrator. The form is located at [http://www.nrel.gov/business\\_opportunities/related\\_docs.html](http://www.nrel.gov/business_opportunities/related_docs.html).

Telephone Number: 239-472-3700 Email Address: ashlee.painter@mysanibel.com Website Address: www.mysanibel.com

SAM Registration Expiration Date: 09/26/2026 Unique Entity Identifier (UEI): LQTEM84ENKQ5

D-U-N-S Number (if available, must be the number associated with the company address provided above): 081374969

The offeror represents that the following person(s) are authorized to negotiate on its behalf with NREL in connection with this request for proposals or quotations.

<u>AUTHORIZED NEGOTIATOR(S)</u>	<u>TITLE</u>	<u>EMAIL &amp; PHONE NUMBER</u>
<u>Dana Souza</u>	<u>City Manager</u>	<u><a href="mailto:Dana.Souza@mysanibel.com">Dana.Souza@mysanibel.com</a> / 239-472-3700</u>
<u>Steve Chaipel</u>	<u>Deputy City Manager / CFO</u>	<u><a href="mailto:Steve.Chaipel@mysanibel.com">Steve.Chaipel@mysanibel.com</a> / 239-472-3700</u>

### 2. Congressional District and County

Required for all solicitations.

A. If different than address provided in Item 1, above, the offeror's principal place of performance of the resulting subcontract is located in:

State of: \_\_\_\_\_ County of: \_\_\_\_\_ Congressional District Number: \_\_\_\_\_

B. If the offeror's principal place of performance of the resulting subcontract is a foreign country, provide:

Country of: \_\_\_\_\_ Province (or other locale designation): \_\_\_\_\_

### 3. Taxpayer Identification Derived from FAR 52.204-3 OCT 1998) – See SAM registration.

59-1568877

### 4. Employment Eligibility Verification (Derived from FAR 52.222-54 OCT 2015)

Required for all solicitations.

Offeror certifies that—

☐ E-Verify is not applicable based on FAR 52.222-54 Employment Eligibility Verification.

For information, see [E-Verify Exemptions and Exceptions](#)

Offeror represents that—

☒ It is ☐ It is not currently enrolled in E-Verify

☐ If not currently enrolled, it will enroll in E-Verify within 30 calendar days of subcontract award.

☐ It will include FAR 52.222-54 in applicable lower-tier subcontracts.

5. **Small Business Program Representations (Derived from FAR 52.219-1 OCT 2014) – See also SAM Registration.**  
Required for all solicitations.

Offeror represents that it ☐ is a small business under NAICS Code(s): NAICS Title(s):  
☒ is not a small business.

Indicate all applicable SBA subcategories for which offeror is eligible under the NAICS code applicable to this subcontract: Check appropriate box(es):				Indicate if Offeror Currently Holds any Government-Wide Contracts	
Small Business	<input type="checkbox"/>	Service-Disabled Veteran Owned	<input type="checkbox"/>	Federal Supply Schedule (GSA)	<input type="checkbox"/>
Small Disadvantaged Owned	<input type="checkbox"/>	Veteran Owned	<input type="checkbox"/>	Integrated Contractor Purchasing Team (DOE)	<input type="checkbox"/>
Women Owned Small Business	<input type="checkbox"/>	HubZone-SBA Certified	<input type="checkbox"/>	Other	<input type="checkbox"/>

Notice

1. If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
2. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a subcontract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
  - i. Be punished by imposition of fine, imprisonment, or both;
  - ii. Be subject to administrative remedies, including suspension and debarment; and
  - iii. Be ineligible for participation in programs conducted under the authority of the Act.

6. **Buy American Act Certificate (Derived from FAR 52.225-2 MAY 2014) – See also SAM registration.**

Required for solicitations containing FAR 52.225-1.

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

Foreign End Products:

Line Item No.

Country of Origin

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NREL will evaluate Offers in accordance with the policies and procedures of Part 25 of the FAR.

7. **Affirmative Action Compliance (FAR 52.222-25) – See SAM registration.**
8. **Previous Contracts/Subcontracts and Compliance Reports (FAR 52.222-22) – See SAM registration.**
9. **Compliance with Veterans' Employment Reporting Requirements (FAR 52.222-38) – See SAM registration.**
10. **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (FAR 52.203-11) – See SAM registration.**
11. **Certification Regarding Responsibility Matters (FAR 52.209-5) – See SAM registration.**
12. **Prohibition on Conducting Restricted Business Operations in Sudan—Certification (FAR 52.225-20 AUG 2009) – See SAM registration.**
13. **Export Control**

Required for all solicitations where property will be acquired. Export Control Classification Number (ECCN) information can be found on the U.S. Department of Commerce Bureau of Industry and Security website by clicking on this link: [Commerce Control List \(CCL\)](#)

Offeror represents that the property has an Export Control Classification Number (ECCN) identified as—

☐ "EAR99" for all property

and/or

☐ has a classification number other than "EAR99".

If selected provide the ECCN(s) for each item to be acquired:

Item #	Item Name	ECCN #

***If the ECCN for any item being delivered is other than "EAR99", offeror must immediately contact the NREL Export Control Officer and identify the ECCN for each item, prior to the delivery of property. The NREL Export Control Officer can be contacted, at [export.control@nrel.gov](mailto:export.control@nrel.gov) or phone (303) 275-4269.***

**14. Former Government Employee or Consultant or Former NREL Employee, Leased Worker, or Consultant**

Required for all solicitations.

A. Offeror represents that it—

☐

was

☒

was not

a former employee (officer, employee, elected official) or former consultant under contract to the executive or legislative branches of the United States Government or the District of Columbia.

1. If offeror is a former employee with the United States Government, complete the following:

Name of Department, Agency, Bureau, Office: \_\_\_\_\_

Address, City, State, and Zip: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Position Level (SES, GS, etc.): \_\_\_\_\_

Date of Employment: \_\_\_\_\_ through \_\_\_\_\_

2. If offeror is a consultant under contract to the executive or legislative branches of the United States Government or the District of Columbia, complete the following:

Firm Name and Address: \_\_\_\_\_

Address, City, State, and Zip: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Period of Performance: \_\_\_\_\_ through \_\_\_\_\_

Position/Title: \_\_\_\_\_

B. Certification of Former Government Employee or Former Government Consultant under contract.

Offeror certifies that—

1. All matters stated and intended within the scope of the proposed Statement of Work (Appendix A) have been considered in the context of my former Government service and each of the following statements is true to the best of my knowledge:
  - i. During my government service, I did not participate personally and substantially in any matter stated and intended within the scope of the proposed Statement of Work: (i) in which the United States or the District of Columbia is a party or has a direct and substantial interest or (ii) that involves a specific party or specific parties; and
  - ii. During my final year of Government service, I did not have any official responsibility (direct administrative or operating authority to approve, disapprove, or otherwise direct Government action) for any matter stated and intended within the scope of the proposed Statement of Work: (i) in which the United States or the District of Columbia is a party or has a direct and substantial interest; (ii) that I know (or reasonably should know) was actually pending under my official responsibility; or (iii) that involves a specific party or specific parties.
2. I have requested legal advice from the cognizant Ethics/Legal representative of the United States Government regarding any post-employment restrictions that may apply to the matters stated and intended within the scope of the proposed Statement of Work. I agree to provide a copy of the legal advice provided in response to my request to the NREL subcontract administrator prior to the award of the resulting Subcontract with NREL.

C. Representation of Former NREL Employee, Former NREL Leased Worker, or Former NREL Consultant.

Offeror represents that it—

☐ was ☒ was not a former employee, former leased worker, or former consultant of NREL.

1. If offeror was a former employee with NREL (regular/part-time), complete the following:

Name of Center/Office: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Position Level: \_\_\_\_\_

Date of Employment: \_\_\_\_\_ through \_\_\_\_\_

2. If offeror was a leased worker or consultant to NREL, complete the following:

Firm Name and Address: \_\_\_\_\_

Address, City, State, and Zip: \_\_\_\_\_

Subcontract Number: \_\_\_\_\_

Period of Performance: \_\_\_\_\_ through \_\_\_\_\_

Center/Office Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

15. **Facilities Capital Cost of Money (Derived from FAR 52.215-16 JUN 2003)**

Required in all solicitations that are subject to cost type subcontract awards.

Offeror ☐ includes ☒ does not include facilities capital cost of money as an allowable cost under a resulting subcontract, provided that the criteria for allowability are met.

16. **Cost Accounting Standards Notices and Certification (Derived from FAR 52.230-1 OCT 2015)**

Required in all solicitations that are subject to Cost Accounting Standards.

***Note: This notice does not apply to small businesses, foreign governments, negotiated subcontracts that are not in excess of the FAR 15.403-4 cost or pricing data threshold, and firm-fixed price, labor-hour, or time and materials subcontracts that are for the acquisition of commercial items or awarded on the basis of adequate price competition with the submission of cost or pricing data.***

**This notice is in three parts, identified by Roman numerals I through III.**

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

If the offeror is an educational institution, Part II does not apply unless the contemplated subcontract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

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

- A. Any subcontract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- B. Any offeror submitting a proposal which, if accepted, will result in a subcontract subject to the requirements of 48 CFR Chapter 99 must, as a condition of subcontracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in Paragraph C. of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting subcontract 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:
- a. Original and one copy to the cognizant DOE Contracting Officer or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
  - b. One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the loose-leaf version of the FAR.)

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

Name and Address of DOE Contracting Officer/Federal Official or cognizant Federal auditor where filed: \_\_\_\_\_

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

- ☐ 2. Certificate of Previously Submitted Disclosure Statement. Offeror hereby certifies that the required Disclosure Statement was filed as follows:

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

Name and Address of DOE Contracting Officer/Federal Official or cognizant Federal Auditor where filed: \_\_\_\_\_

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

- ☐ 3. Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the NREL subcontract administrator 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 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 NREL subcontract administrator, in the form specified under Paragraph 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 lower-tier subcontract of \$50 million or more in the current cost accounting period may not claim this exemption. 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.

- ☐ 5. Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):
- ☐ A Disclosure Statement Filing Date of \_\_\_\_\_ has been established with the cognizant Federal agency
- ☐ The Disclosure Statement will be submitted within the 6 month period ending \_\_\_\_\_ months after receipt of this award.

## II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

- ☐ Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the NREL subcontract administrator immediately.

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

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

Offeror shall indicate below whether award of the contemplated subcontract would, in accordance with Paragraph A.3. of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing Government contracts and NREL subcontracts and lower-tier subcontracts.

☐ Yes ☐ No

## 17. Intellectual Property

Required for all solicitations.

### A. Patent Rights.

Offeror is:

- ☐ A University or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 USC 501(a)); or
- ☐ A nonprofit scientific or educational organization qualified under a State nonprofit organization statute. Please identify the Statute \_\_\_\_\_.
- ☐ A small business concern as defined at Section 2 of Public Law 85-536 (15 USC 632) and implementing regulations of the Administrator of the Small Business Administration;
- ☒ None of the above.
- Subcontractors who have checked NONE OF THE ABOVE have the right to request, in advance of or within 30 days after execution of the subcontract, in accordance with applicable statutes and DEAR 952.227-84, a waiver of all or any part of the rights of the United States in Subject Inventions. If the Subcontractor intends to request a waiver to such invention rights pursuant to DEAR 952.227-84, please indicate:
- ☐ I intend to request an advance waiver in accordance with DEAR 952.227-84
- ☒ I do not intend to request an advance waiver

### B. Rights In Proposal Data.

It is DOE policy for a subcontract award based on a proposal that, in consideration of the award, the Government and NREL shall obtain unlimited rights in the technical data contained in the proposal unless the offeror marks those portions of the technical information as "proprietary data" or specifies those portions of such technical data that are not directly related to or will not be utilized in the work to be funded under the subcontract. Accordingly, please indicate:

- ☒ No restriction on Government or NREL rights in the proposal technical data; or
- ☐ The following identified technical data is proprietary or is not directly related to or will not be utilized in the work to be funded under the subcontract: \_\_\_\_\_

C. Identification of Technical Data That Is Proprietary.

The Rights in Technical Data clause proposed to be used for this subcontract may not permit the utilization of proprietary data in the subcontract work or, if the use of proprietary data is permitted, may not be adequate to meet programmatic requirements. Use of data which is proprietary may prevent the offeror from meeting the data requirements of the subcontract (including delivery of data). **Your attention is particularly drawn to the use of LICENSED COMPUTER SOFTWARE. As used in this representation, "LICENSED COMPUTER SOFTWARE" means software in which you own proprietary rights AND which you license to others.**

Please indicate that you have reviewed the requirements in the technical scope of work and to the best of your knowledge:

1. PROPRIETARY DATA

- ☒ No proprietary data will be utilized in the subcontract work.
- ☐ Proprietary data as follows will be utilized in the performance of the subcontract work, and will be delivered in accordance with the requirements of the Statement of Work (please provide comprehensive, non-proprietary description of the data to be delivered): \_\_\_\_\_
- ☐ Proprietary data will be utilized in the performance of the subcontract work but will NOT be delivered (Do NOT provide a description of the proprietary data to be used.)

2. COMPUTER SOFTWARE (Does NOT include off-the-shelf commercial software)

- ☒ No LICENSED COMPUTER SOFTWARE will be utilized in the subcontract work.
- ☐ LICENSED COMPUTER SOFTWARE as follows will be utilized in the subcontract work \_\_\_\_\_.

18. **Royalty Information (Derived from FAR 52.227-6 APR 1984)**

**Required for solicitations where awards may result with royalty information or if royalty information is desired.**

Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

Name and address of licensor.

Date of license agreement.

Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

Percentage or dollar rate of royalty per unit.

Unit price of subcontract item.

Number of units.

Total dollar amount of royalties.

Copies of current licenses. In addition, if specifically requested by the subcontract administrator before execution of the subcontract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

19. **Representation of Limited Rights Data and Restricted Computer Software (Derived from FAR 52.227-15 DEC 2007)**

**Required for solicitations where limited rights data or restricted computer software are likely to be used in meeting the data delivery requirements set forth in the solicitation.**

This solicitation sets forth the NREL/Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government or NREL the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting subcontract will be subject to the Rights in Data—General clause at 52.227-14 included in this subcontract. Under the latter clause, a Subcontractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. 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 or NREL the right to inspect such data at the Subcontractor's facility.

By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]—

- ☒ None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
- ☐ Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows: \_\_\_\_\_

Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

**20. Representation and Disclosure of Current Collective Bargaining Agreement**  
**(Required for all solicitations.)**

Offeror represents that –

Offeror ☐ Has ☒ Has Not entered into a current collective bargaining agreement (CBA) with any union representing Offeror's employees proposed to perform work under the subject subcontract.

Required disclosure –

If Offeror represented that it has entered into a current, certified collective bargaining agreement with a union representing Offeror's employees proposed to perform work under the subject subcontract, Offer shall disclose the name of that union representing its employees and indicate the period of the current CBA.

Union representing your proposed employees:	Period of current collective bargaining agreement:

In order to assist NREL in making a determination regarding Offeror's compliance with the Service Contract Act and related Service Contract Labor Standards (implemented through FAR 52.222-41) and/or National Labor Relations Act and the Affordable Care Act (ACA), NREL will use the information collected below to evaluate the Offeror's compliance with the specified labor laws and ACA.

**21. Representation of Affordable Care Act compliance (ACA)**  
**(Required for all solicitations.)**

Offeror represents that –

Offeror ☒ Has ☐ Has Not provided an ACA qualified health plan to its employees.

If Offer selected "Has not" above, provide a separately attached statement discussing the rationale for not providing a qualified health plan to its employees.

**22. Representation and disclosure of Service Contract Act and related Service Contract Labor Standards (implemented through FAR 52.222-41)**  
**(Required for all solicitations subject to the Service Contract Act.)**

Offeror represents that –

A. Offeror ☒ Is ☐ Is Not currently performing a contract/subcontract subject to the Service Contract Act and related Service Contract Labor Standards (implemented through FAR 52.222-41).

If Offer selected "Is" above –

B. Offeror ☐ Has ☒ Has Not within the year prior to submitting this form been determined to have violated, or otherwise been charged with violating, the Service Contract Act and related Service Contract Labor Standards (implemented through FAR 52.222-41).



Required disclosure –

If Offeror selected "Has" above, Offeror must provide a separately attached disclosure detailing the Offeror's violation(s) or charge(s) of violating the Service Contract Act and related Service Contract Labor Standards (implemented through FAR 52.222-41) within the year prior to submitting this form. The disclosure should include a discussion of current status of the alleged violation, any mitigating circumstances, remedial measures (including labor compliance agreements) and other steps taken by the Offeror to achieve compliance with the Service Contract Act and related Service Contract Labor Standards (implemented through FAR 52.222-41).

**23. SAM Incorporation by Reference (implemented through FAR 52.204-8)**

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 as indicated in paragraph (c) of this provision 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.

FAR Clause #:	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

**24. Certification**

**Required for all solicitations.**

A person authorized to make legally binding commitments on behalf of the offeror must sign below. By signing below, the offeror certifies, under penalty of law, that these representations and certifications are accurate, current, and complete.

Company/Organization Name:

Signature:

Signer's Name (Printed):

Title:

Date:

Telephone Number:

Email Address:

City of Sanibel  
Dana Souza  
City Manager  
12/2/2025  
239-472-3700  
dana.souza@mysanibel.com

# FULLY BURDEN LABOR RATE AND EXPENSE PROPOSAL FORM

Offor Name: City of Sanibel Request for Proposal No.: RFP - 2020-10052

CATEGORY <small>(insert additional rows if necessary)</small>	ESTIMATED HOURS FOR TASK 1	ESTIMATED HOURS FOR TASK 2	ESTIMATED HOURS FOR TASK 3	ESTIMATED HOURS FOR TASK 4	ESTIMATED HOURS FOR TASK ____	TOTAL ESTIMATED HOURS	FULLY BURDENED LABOR RATE	TOTAL ESTIMATED COST
<b>LABOR:</b>								
Ashlee Painter - Project Manager	85.00	80.00	60.00	10.00		235.00	\$68.03	\$15,987.05
						0.00		\$0.00
						0.00		\$0.00
						0.00		\$0.00
						0.00		\$0.00
						0.00		\$0.00
						0.00		\$0.00
						0.00		\$0.00
						0.00		\$0.00
						0.00		\$0.00
						0.00		\$0.00
						0.00		\$0.00
						0.00		\$0.00
						0.00		\$0.00
						0.00		\$0.00
<b>Subtotal Labor Expense:</b>								<b>\$15,987.05</b>
<b>TRAVEL, if applicable: (see instructions)</b>								
								\$0.00
								\$0.00
								\$0.00
<b>Subtotal Travel Expense:</b>								<b>\$0.00</b>
<b>OTHER, if applicable: (see instructions)</b>								
Workshops		\$4,012.95						\$4,012.95
								\$0.00
								\$0.00
<b>Subtotal Other Expense:</b>								<b>\$4,012.95</b>
<b>Total Expense:</b>								<b>\$20,000.00</b>

I hereby certify that the above proposed rate(s) and attachments to this form are complete and accurate as of the date signed.

Authorized Signature: [Signature] Date: 12/2/2025

List additional attachments that are part of this proposal, if any:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**ORGANIZATIONAL CONFLICTS OF INTEREST  
REPRESENTATION STATEMENT**

Solicitation/Proposed Subcontract Number:

*Check all boxes, sign and return as part of your offer. If all boxes cannot be checked, do not complete this Organizational Conflict of Interest Representation Statement form, instead complete the Organizational Conflict of Interest Disclosure Statement form.*

On behalf of my organization:

- ☒ I represent that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the services to be provided by my organization under the proposed subcontract with NREL.
- ☒ Any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the proposed subcontract with NREL, will be disclosed and the relevant facts reported as part of a disclosure statement required under **ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE—ADVISORY AND ASSISTANCE SUBCONTRACTS (SEP 2005) (Derived from DEAR 952.209-8)** as soon as it becomes known.
- ☒ No individuals having a substantial involvement in the technical performance or administration of the proposed subcontract have been a former or current U.S. Government employee.
- ☒ No individuals having a substantial involvement in the technical performance or administration of the proposed subcontract have been an employee of NREL for a least one (1) year.

Organization/Company Name: City of Sanibel

Signature: 

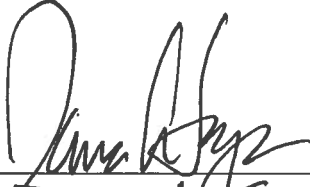
Name and Title: Dana Souza, City Manager

Date: 12/2/2025

**PLEASE NOTE: If you are a former or current U.S. Government employee or you have been an employee of NREL within the last 12 months, do not complete this OCI REPRESENTATION STATEMENT but instead complete an OCI DISCLOSURE STATEMENT.**

### Acceptances

1. I accept Appendix A – Statement of Work, dated 9/30/25.
2. I accept Appendices B-7 and C-3.
3. I accept the period of work listed on No. RFP-2026-10052.

Signature  \_\_\_\_\_

Printed Name Dana A. Souza

Title City Manager

Date 12/2/2025