

Representations and Certifications

The Prime Contractor solicitation contains provisions requiring ECC to ascertain information relative to compliance with certain requirements. The offeror must provide full, accurate and complete information as required by this solicitation. You are required to complete these Representations and Certifications Form and return the original to ECC's Contracting Representative to be considered responsive to the solicitation.

1. Small Business Program Representation

(a) Representations.

(1) The offeror represents as part of its offer that it ____ is, ____ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (a)(1) of this provision.] The offeror represents, for general statistical purposes, that it ____ is, ____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (a)(1) of this provision.] The offeror represents as part of its offer that it ____ is, ____ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (a)(1) of this provision.] The offeror represents as part of its offer that it ____ is, ____ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (a)(4) of this provision.] The offeror represents as part of its offer that it ____ is, ____ not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (a)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (a)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (a)(2) of this provision.] The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

____ Individual/concern, other than one of the preceding.

(b) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

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

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

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

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

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

2. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.

(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, or receiving stolen property; and

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

(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) "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 ECC 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 ECC may render the Offeror nonresponsive.

(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, ECC may terminate the subcontract resulting from this solicitation for default.

3. Prohibition of Segregated Facilities.

By execution of this document the Offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-21.

4. Previous Contracts and Compliance Reports.

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.

4. Affirmative Action Compliance - FAR 52.222-22 (Feb 1999).

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 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.

4. EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)

By execution of this document the Offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-35.

** Exempt if work is to be performed outside U.S. by employees who were not recruited within the U.S.*

5. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUNE 1998)

By execution of this document the Offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-36.

** Exempt if work is to be performed outside U.S. by employees who were not recruited within the U.S.*

6. EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)

By execution of this document the Offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-37.

7. CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (MAY 2001)

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

8. CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the Offeror certifies that-

1. As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know

Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C.

13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical

Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

2. None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R

filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

[Check each block that is applicable.]

[] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the

Resource Conservation and Recovery Act, Subtitle C

(42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery

services on a contract or fee basis); or

[] (v) The facility is not located in the United States or its outlying areas.

(End of provision)

9. Type of Business Organization.

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

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

10. FAR 3.104 PROCUREMENT INTEGRITY

According to FAR 3.104-3(d), a former official acting on behalf of a federal agency may not accept compensation from a contractor as a consultant, employee, officer, or director for a period of one year after:

- Serving as the procuring contracting officer, source selection authority, a member of a source selection evaluation board, or the chief of a financial or technical evaluation team in a procurement in which that contractor was awarded a contract in excess of \$10 million
- Serving as the program manager, deputy program manager, or administrative contracting officer for a contract in excess of \$10 million awarded to that contractor

- Making a decision to award a contract, subcontract, modification of a contract or subcontract, or a task order or delivery order in excess of \$10 million to that contractor
- Making a decision to establish overhead or other rates applicable to a contract or contracts for that contractor that are valued in excess of \$10 million
- Making a decision to approve a contract payment/payments in excess of \$10 million to that contractor
- Making a decision to pay or settle a claim in excess of \$10 million with that contractor.

As defined by FAR 3.104-1, participating "personally and substantially" in a federal agency procurement means active and significant involvement in any of the following activities directly related to that procurement:

- Drafting, reviewing, or approving the specification or statement of work for the procurement
- Preparing or developing the solicitation
- Evaluating bids or proposals, or selecting a source
- Negotiating price or terms and conditions of the contract
- Reviewing and approving the award of the contract.

11. Place of Performance.

(a) The offeror or respondent, 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 respondent as indicated in this proposal or response to request for information.

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

Place of Performance (Name and address of Client
Address, City and Operator of the Plant or
County, State, Zip Facility if other than Code)

_____	_____
_____	_____
_____	_____

12. Certificate of Independent Price Determination

(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 subcontract 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 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 paragraphs (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 has 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.

(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.

13. Buy American Act--Balance of Payments Program Certificate

(A) The offeror certifies that each end product, except those listed in paragraph (B) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that 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.

(B) Foreign End Products:

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

[List as necessary]

(C) ECC will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

14. Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate

(A) The offeror certifies that each end product, except those listed in paragraph (B) or (C) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(B) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

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

[List as necessary]

(C) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (B) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[List as necessary]

(D) ECC will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Alternate I (Feb 2000). As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (B) for paragraph (B) of the basic provision:

(B) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.

(List as necessary)

Alternate II (Feb 2000). As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (B) for paragraph (B) of the basic provision:

(B) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":
Canadian or Israeli End Products:

Line Item No	Country of Origin
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_____	_____
_____	_____

[List as necessary]

15. Trade Agreements Certificate

(A) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(B) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No	Country of Origin
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_____	_____
_____	_____

[List as necessary]

(C) ECC will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation

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

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

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

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

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

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

17. Historically Black College or University and Minority Institution Representation.

The offeror represents that it—

() is () is not a Historically Black College or University;
() is () is not a Minority Institution.

18. In the event Offeror is receiving a subcontract from ECC which equals or exceeds \$5,000,000 and has a performance period of 120 days or more, Offeror must comply with the requirements of Federal Acquisition Regulation (FAR) 52.203-13: Contractor Code of Business Ethics and Conduct. If applicable, Offeror must check the following conditions that apply:

- a) Offeror certifies that it _____ does, _____ does not have a compliant written Code of Business Ethics and Conduct.
- b) Offeror certifies that it _____ does, _____ does not have compliant business ethics awareness and compliance programs;
- c) Offeror certifies that it _____ does, _____ does not have compliant internal control programs.

19. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

[] *This is to certify that the Offeror is a Small Business Concern and is therefore exempt from CAS.

(This notice does not apply to small businesses or foreign governments. 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 contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement--Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202.

When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor. (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)
Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

☐ (2) *Certificate of Previously Submitted Disclosure Statement.*

The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

☐ (3) *Certificate of Monetary Exemption.*

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 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 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 paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors are currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

☐ yes ☐ no

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

☐ (5) *Certificate of Disclosure Statement Due Date by Educational Institution.*

If the Offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the Offeror hereby certifies that (check one and complete):

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

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

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

20. FOREIGN CORRUPT PRACTICES ACT – (Applicable ONLY for work performed outside the United States) Subcontractor hereby represents and warrants that none of its officers, directors, agents or employees are (a) an official, employee or agent of the Government or any state-owned enterprise, public international organization, candidate for public office, member of a royal family, an officer, director, or employee, or an affiliate of a ECC client; and (b) as of the date below, no Government official, and no official of any government agency or instrumentality of the Government, is or will become associated with, or will own or presently owns an interest, whether direct or indirect, in Subcontractor or has or will have any legal or beneficial interest in this Agreement or the payments made by ECC to Subcontractor hereunder.

21. EXPORT CERTIFICATION

This Export Certification is required and hereby included in the representations and certifications completed for award of all Defense related subcontracts.

ECC requires that its offerors certify the following information to ensure compliance with the U.S.

Government export laws and regulations including the U.S. International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120 et seq., the Export Administration Regulations (EAR), 15 C.F.R. §§ 730 et seq., and the asset control and sanctions programs administered by the Treasury Department's Office of Foreign Assets Control (OFAC), 31 C.F.R. §§ 500 et seq.

A. Offeror is (), is not () a "U.S. Person" as defined in the ITAR 22 CFR Part 120.15 and the EAR 15 CFR Part 772. *ITAR 22 CFR Part 120.15 and the EAR 15 CFR Part 772 defines a U.S. person as a person who is a lawful permanent resident as defined by 8 U.S.C. 1101(a)(2) or who is a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any corporation, business, association, a partnership, society, trust, or any other entity, organization or group that is incorporated to*

do business in the United States. It also includes any governmental (federal, state or local) entity.

B. Offeror is registered (____), is exempt from registration (X), is not registered (____) with the U.S. Department of State, Directorate of Defense Trade Controls per ITAR 22 CFR Part 122.1(a) and (b). Expiration Date of Registration (____), if registered.

In accordance with ITAR 22 CFR Part 122.1(a) any person who engages in the United States in the business of either manufacturing or exporting defense articles or furnishing defense services is required to register with the Directorate of Defense Trade Controls (DDTC) unless exempted by one of the four conditions listed in ITAR 22 CFR Part 122.1(b).

Furthermore, the offeror is responsible for the protection of any information or defense articles provided to them by ECC to assist in the manufacture of a defense article or provision of a defense service. The release of such information by the offeror to a Foreign Person employee or its transfer to another Foreign Person is defined as an export (ITAR 22 CFR parts 120.17 and 124.13 and EAR 15 CFR part 734.2(b)(2)(ii) and supplements 1 and 2 of Part 774 and subject to the licensing requirements of the ITAR and EAR as applicable.

22. REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Subcontractor represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

23. Other Certifications

USE OF GOVERNMENT PROPERTY

Complete the following statement(s) as applicable:

A. The Offeror and/or its suppliers [] will, [] will not use government property in performance of work under the proposed subcontract.

B. The Offeror certifies that to the best of its knowledge this proposed subcontract [] does, [] does not involve the acquisition of Government

property, the disposal of which may be restricted by patent or other rights.

ACCOUNTING SYSTEM

Has the Offer or's accounting system been reviewed and deemed adequate as to the collection of costs?

[] yes [] no Date of review: ____ Reviewing agency: ____

GOVERNMENT PROPERTY SYSTEM

The Offeror certifies that it's Government Property System

[] has, [] has not been approved by the Government in accordance with Part 45 of the FAR. If approved, state the approving agency's name and date of last approval. Date

of review: ____ Reviewing agency: ____

If approval has not been obtained, please explain below:

PURCHASING SYSTEM

The Offeror certifies that its Purchasing System [] has, [] has not been approved by the Government in accordance with Part 44 of the FAR. If approved, state the approving agency's name and date of last approval. Date of review:

____ Reviewing agency: ____

If approval has not been obtained, please explain below:

**** AS APPLICABLE FILL OUT ATTACHED FORM FOR REQUIREMENTS OF FAR 52.222-27 ****

24. Authorized Signature

By signing below, the offeror hereby certifies all the foregoing representations and certifications are correct:

Company Name (Please Print)

Street Address

City State Zip Code

Tax Identification Number

Printed Name and Title

Signature of Authorized Representative

Date

FAR 52.222-27

AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION

The following notice shall be included in and shall be a part of all solicitations for offers and bids on all federal and federally-assisted construction subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Secretary of Labor.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and women participation, *expressed in percentage terms* for the Subcontractor's aggregate workforce *in each trade* on all construction work in *the covered areas* are as follows:

Award Date ____MM/____DD/____YY until Project Completion ____MM/____DD/____YY	Goals for Minority Participation in Each Trade	Goals for Women Participation in Each Trade
Trade:	County: %	%
Trade:	County: %	%
Trade:	County: %	%
Trade:	County: %	%
Trade:	County: %	%
Trade:	County: %	%
Trade:	County: %	%
Trade:	County: %	%
Trade:	County: %	%
Trade:	County: %	%
Trade:	County: %	%

These goals are applicable to all the Subcontractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Subcontractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Subcontractor also is subject to the goals for both its federally involved and non-federally-involved construction.

The Subcontractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and women employment and training must be substantially uniform through the length of the contract, and in each trade, and the Subcontractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or women employees or trainees from Subcontractor to Subcontractor or from project to project for the sole purpose of meeting the Subcontractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is **(insert description of the geographical areas where the subcontract is to be performed giving the state, county, and city, if any).**

STATE & COUNTY: _____

