



Certifications – Responsibility

OECO, LLC

A. Definitions. As used in this document:

“Buyer” means [OECO, LLC].

“Government” means the federal government of the United States.

“Order” means any contract or subcontract between the Buyer and the Seller for the supply of Products or Services, resulting from the Buyer’s request.

“Product” means any products, components, goods or materials agreed in the Order to be supplied to the Buyer by the Seller (including any part or parts of them).

“Seller” means the company or corporation named on the quotation or Order acceptance and/or who supplies the Product and/or Services to the Buyer and applies to any reference in the applicable FAR/DFARS provisions to “contractor” or “offeror.”

“Services” means any services (including without limitation any maintenance, repair and overhaul services) agreed in the Order to be provided to the Buyer by the Seller (including any part or parts of them).

B. Certifications and Representations.

The Seller certifies that the information provided herein shall remain valid from the date of signature below until the conclusion of any contract or order accepted by Seller. The Seller agrees to provide immediate written notice to Buyer if any of the Seller's certifications and representations change at any time from the date of signature below through the performance of any contract or order accepted; such notice shall not constitute a waiver of Seller's obligations to perform as previously certified. The Seller acknowledges that Buyer shall rely on the information provided herein in its performance of Government contracts. The Seller understands that it may be subject to immediate default termination by Buyer and debarment/suspension or prosecution for potential criminal or civil penalties by the Government, if the Seller misrepresents or falsely or fraudulently completes any of these certifications or representations. Further, Seller indemnifies and holds Buyer harmless from any damages arising from a false or fraudulent certification herein. Seller shall flow-down these certifications and obligations to its suppliers, to the extent required by the applicable FAR/DFARS provision.



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

- (A) The Seller certifies that it complies with FAR 52.203-2 and as such:
 - (1) The prices in this offer or order have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Seller 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 Seller, directly or indirectly, to any other Seller or competitor before order award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Seller to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (B) Each signature on the offer is considered to be a certification by the signatory that the signatory:
 - (1) Is the person in the Seller's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principal(s) in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above

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

 - (ii) As an authorized agent, does certify that the principal(s) named in subparagraphs (B)(2)(i) above has/have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above.
- (C) If the Seller deletes or modifies subparagraph (A)(2) above, the Seller must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.



2. FAR 52.203-3 – Gratuities (APR 1984)

- (A) The Seller certifies that it complies with FAR 52.203-3 and as such the Seller, its agent, or another representative has not:
 - (1) Offered or given a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Buyer and/or the United States Government; where
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

3. FAR 52.203-5 – Covenant Against Contingent Fees (APR 1984)

- (A) The Seller certifies that it complies with FAR 52.203-5 and as such no person or agency has been employed or retained to solicit or obtain this order upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.
- (B) Bona fide agency, as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

4. FAR 52.203-7 – Anti-Kickback Procedures (OCT 2010)

- (A) Definitions:

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.



Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (B) The Anti-Kickback Act of 1986 (41 U.S.C. 51–58) (the Act), prohibits any person from:
 - (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (C) The Seller certifies that it complies with FAR 52.203-7 and as such it has not violated the Anti-Kickback Act and has in place reasonable procedures designed to prevent and detect possible violations described in paragraph (B) of this clause in its own operations and direct business relationships.

5. FAR 52.203-8 – Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)

- (A) The Buyer certifies that it complies with FAR 52.203-8 and as such it has not engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104–106). The Buyer may terminate any order with respect to which:



(1) The Seller or someone acting for the Seller has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either:

- (i) Exchanging the information covered by such subsections for anything of value; or
- (ii) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(2) The Buyer has determined that the Seller or someone acting for the Seller has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

6. FAR 52.203-11 – Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 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 entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203–12).
- (B) Prohibition. The prohibition and exceptions contained in the FAR clause entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203–12) are hereby incorporated by reference in this provision.
- (C) Certification. The Seller certifies that it complies with FAR 52.203-11 and as such, to the best of its knowledge and belief no funds, including Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence, an officer or employee of Customer, 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 order.
- (D) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Seller with respect to this order, the Seller shall complete and submit, with its offer or prior to award of any order, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants.

7. FAR 52.203–13 Contractor Code of Business Ethics and Conduct (APR 2010)
(Applies only to orders that have a value in excess of \$5,000,000)

- (A) Definitions. As used in this clause:

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.



Full cooperation:

- (1) Means disclosure to the Buyer or the Government of the information sufficient to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to the Buyer or Government auditors' and investigators' request for documents and access to employees with information;
- (2) Does not foreclose any rights arising in law, the FAR, or the terms of the order. It does not require:
 - (i) A Seller to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
 - (ii) Any officer, director, owner, or employee of the Seller, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
- (3) Does not restrict a Seller from:
 - (i) Conducting an internal investigation; or
 - (ii) Defending a proceeding or dispute arising under the order or related to a potential or disclosed violation.

Principal 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).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(B) Code of business ethics and conduct.

Within 30 days after order award, the Seller certifies that it shall comply with FAR 52.203-13, to the extent applicable and as such:

(1) The Seller shall:

- (i) Have a written code of business ethics and conduct;
- (ii) Make a copy of the code available to each employee engaged in performance of the order.

(2) The Seller shall:

- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.



(3) (i) The Seller shall timely disclose, in writing, to the Buyer and to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer identified by the Buyer, whenever, in connection with the award, performance, or closeout of this order or any subcontract thereunder, the Seller has credible evidence that a principal, employee, agent, or subcontractor of the Seller has committed:

(a) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(b) A violation of the civil False Claims Act (31 U.S.C. 3729–3733).

(ii) The Buyer and the Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Seller's disclosure as confidential where the information has been marked “confidential” or “proprietary” by the Seller. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552. The Government may transfer documents provided by the Seller to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(C) Business ethics awareness and compliance program and internal control system. This paragraph (C) does not apply if the Seller has represented itself as a small business concern pursuant to the award of this order or if this order is for the acquisition of a commercial item as defined at FAR 2.101. The Seller certifies that it shall establish the following within 90 days after order award:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Seller's standards and procedures and other aspects of the Seller's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Seller's principals and employees, and as appropriate, the Seller's agents and subcontractors.

(2) An internal control system.

(i) The Seller's internal control system shall:

(a) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(b) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Seller's internal control system shall provide for the following:



- (a) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
- (b) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Seller's code of business ethics and conduct.
- (c) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Seller's code of business ethics and conduct and the special requirements of Government contracting, including:
 - (1) Monitoring and auditing to detect criminal conduct;
 - (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
 - (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
- (d) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
- (e) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
- (f) Timely disclosure, in writing, to the Buyer, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Seller or a subcontractor thereunder, the Seller has credible evidence that a principal, employee, agent, or subcontractor of the Seller has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729–3733).
 - (1) If a violation relates to more than one Government contract, the Seller may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
 - (2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award



schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Seller shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(g) Full cooperation with the Buyer and any Government agencies responsible for audits, investigations, or corrective actions.

8. FAR 52.204-3 Taxpayer Identification (OCT 1998)

(A) Definitions.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Seller is a member.

Taxpayer Identification Number (TIN) means the number required by the Internal Revenue Service (IRS) to be used by the Seller in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(B) The Seller certifies that it complies with FAR 52.204-3 and as such the Seller will submit the information required in paragraphs (D) through (F) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting order is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Seller to furnish the information may result in a 31 percent reduction of payments otherwise due under the order.

(C) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Seller's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting order is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Seller's TIN.

(D) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Seller is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in



the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- Seller is an agency or instrumentality of a foreign government;
- Seller is an agency or instrumentality of the Federal Government.

(E) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other

(F) Common parent.

Seller is not owned or controlled by a common parent as defined in paragraph (A) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

9. FAR 52.209-5 Certification Regarding Responsibility Matters (APR 2010)

(A) (1) The Seller certifies that it complies with FAR 52.209-5 and as such, to the best of its knowledge and belief, that:

(i) The Seller 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 the Seller checks “have”, the Seller shall also see 52.209–7);

(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 subdivision (A)(1)(i)(b) of this provision; and

(d) Have (), 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(e) The Seller has () has not (), within a 3–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).

(B) The Seller shall provide immediate written notice to the Buyer if, at any time prior to order award or during order performance, the Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

10. FAR 52.209–6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)
(Applies only to orders that have a value in excess of \$30,000 and are not for commercially available off-the-shelf items)

(A) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause:

(1) Means any item of supply (including construction material) that is:



- (i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
- (B) Other than a subcontract for a commercially available off-the-shelf item, the Seller certifies that it complies with FAR 52.209-6 and as such it will not enter into any subcontract, in excess of \$30,000 with a contractor that is debarred, suspended, or proposed for debarment by any agency of the Government.

11. FAR 52.209–7 Information Regarding Responsibility Matters (Jul 2013)

- (A) Definitions. As used in this provision:
- Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
- Federal contracts and grants with total value greater than \$10,000,000 means:
- (1) The total value of all current, active contracts and grants, including all priced options; and
 - (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
- Principal 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).
- (B) The Seller () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (C) If the Seller checked “has” in paragraph (B) of this provision, the Seller represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete both as of the date of submission of an offer and throughout the performance of any order issued hereunder with regard to the following information:



(1) Whether the Seller, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Seller of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in:
 - (a) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (b) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Seller if the proceeding could have led to any of the outcomes specified in paragraphs (C)(1)(i), (C)(1)(ii), or (C)(1)(iii) of this provision.

(2) If the Seller has been involved in the last five years in any of the occurrences listed in (C)(1) of this provision, whether the Seller has provided the requested information with regard to each occurrence.

- (D) The Seller shall post the information in paragraphs (C)(1)(i) through (C)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204–7) and shall notify the Buyer in writing of advance of any modifications to the certifications above during performance of any order hereunder.

12. FAR 52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort (OCT 2009) *(Applies only when order exceeds \$700,000 and Seller certified cost or pricing data under FAR 15 is required)*

- (A) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, are defined in the clause entitled “Limitations on Pass-Through Charges” (FAR 52.215–23).
- (B) General. The Seller certifies that it complies with FAR 52.215-22 and as such the Seller's proposal excludes excessive pass-through charges.
- (C) Performance of work by the Seller or a subcontractor.
 - (1) The Seller shall identify in its proposal the total cost of the work to be performed by the Seller, and the total cost of the work to be performed by each subcontractor, under the order.



(2) If the Seller intends to subcontract more than 70 percent of the total cost of work to be performed under the order, the Seller certifies that it has identified in its proposal:

- (i) The amount of the Seller's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and
- (ii) A description of the added value provided by the Seller as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the Seller shall identify in its proposal:

- (i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and
- (ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

13. DFARS 252.203–7001 Prohibition on Persons Convicted of Fraud or Other Defense–Contract–Related Felonies (DEC 2008)

(A) Definitions. As used in this clause:

(1) Arising out of a contract with the DoD means any act in connection with:

- (i) Attempting to obtain;
- (ii) Obtaining; or
- (iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) Conviction of fraud or any other felony means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) Date of conviction means the date judgment was entered against the individual.

(B) The Seller certifies that it complies with DFARS 252.203-7001 and as such no individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD serves or will serve:

- (1) In a management or supervisory capacity on this order;
- (2) On the board of directors of the Seller;
- (3) As a consultant, agent, or representative for the Seller; or
- (4) In any other capacity with the authority to influence, advise, or control the decisions of the Seller with regard to this order.



(C) The prohibition in paragraph (B) of this clause applies for not less than 5 years from the date of conviction.

14. DFARS 252.203–7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)

- (A) Definition. Covered DoD official is defined in the clause at 252.203–7000, Requirements Relating to Compensation of Former DoD Officials.
- (B) By submission of this offer, the Seller certifies that it complies with DFARS 252.203-7005 and as such that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting order, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101–2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104–2.

CERTIFICATION (SIGNATURE) IS REQUIRED BY AN AUTHORIZED OFFICIAL VERIFYING THE INFORMATION CONTAINED ON THIS FORM IS TRUE AND CORRECT. Signature below applies to all provisions above.

Company: _____ **Date:** _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Email: _____