



Certifications – Small Business/EEO

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 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Applies only where Buyer is prime contractor to U.S. Government agency).

(A) Definitions. As used in this clause:

Subcontractor means the Seller.



Executive means officers, managing partners, or any other employees in management positions.

Month of award means the month in which an order is accepted by the Seller.

Total compensation means the cash and noncash dollar value earned by the executive during the Seller's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation—Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(B) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109–282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub.L. 110–252), requires the Buyer to report information on subcontract awards. The law requires all reported information be made public, therefore, the Seller is notified that the required information will be made public.

(C) (1) First-tier subcontract information. Seller shall cooperate with the Buyer in Buyer's obligation to report the following information at <http://www.fsr.gov> for each first-tier order above \$25,000.

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.



(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the order number assigned by the Buyer).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) Executive compensation of the Seller. By the end of the month following the month of award of an order with a value of \$25,000 or more, and annually thereafter during the performance of such order, the Seller shall report to Buyer the names and total compensation of each of the five most highly compensated executives for the Seller for the Seller's preceding completed fiscal year, if:

(i) In the Seller's preceding fiscal year, the Seller received:

(A) 80 percent or more of its annual gross revenues from U.S. Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of U.S. Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from U.S. Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of U.S. Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(D) The Seller certifies that it will cooperate fully with the Buyer to ensure that the Buyer has the information needed to comply with FAR 52.204-10.



2. FAR 52.219-1 – Small Business Program Representations (APR 2012)

(A) Representations.

(1) The Seller represents as part of its offer that it is, is not a small business concern under applicable size standards established by the Small Business Administration.

(2) *(Complete only if the Seller represented itself as a small business concern in paragraph (A)(1) of this provision.)* The Seller 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 Seller represented itself as a small business concern in paragraph (A)(1) of this provision.)* The Seller represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the Seller represented itself as a women-owned small business concern in paragraph (A)(3) of this provision.]* The Seller represents as part of its offer that:

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (A)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The Seller shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the Seller represented itself as a women-owned small business concern eligible under the WOSB Program in (A)(4) of this provision.]* The Seller represents as part of its offer that:

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (A)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The Seller shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.



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

(7) [Complete only if the Seller represented itself as a veteran-owned small business concern in paragraph (A)(6) of this provision.] The Seller represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Seller represented itself as a small business concern in paragraph (A)(8) of this provision.] The Seller 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (A)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Seller shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(B) Definitions. As used in this provision:

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127.

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 service-disabled 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 (WOSB) 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.

WOSB concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

NOTE: A copy of SBA Certification letters, NMSDC or WBENC Certifications MUST be provided with this form. In accordance with 15 U.S.C. 645(d), any person or concern who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment or both; (2) be subject to administrative remedies (including suspension and debarment); and (3) be subject to ineligibility for participation in programs conducted under the authority of the Small Business Act.

3. FAR 52.222-3 – Convict Labor (JUN 2003)

- (A) Except as provided in paragraph (B) of this clause, the Seller certifies that it complies with FAR 52.222-3 and as such shall not employ in the performance of this order any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- (B) The Seller is not prohibited from employing persons:



- (1) On parole or probation to work at paid employment during the term of their sentence;
- (2) Who have been pardoned or who have served their terms; or
- (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if:
 - (i) The worker is paid or is in an approved work training program on a voluntary basis;
 - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
 - (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
 - (v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

4. FAR 52.222-18 – Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 2001)

(A) Definition.

Forced or indentured child labor means all work or service:

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(B) Listed end products. The following end product(s) being acquired is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor available at www.dol.gov/ilab/regs/eo13126/main.htm, identified by their country of origin. There is a reasonable basis for the Seller to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product _____

Listed Countries of Origin _____



- (C) Certification. The Seller, by checking the appropriate block, certifies to either paragraph (C)(1) or paragraph (C)(2) of this provision.
- (1) The Seller will not supply any end product listed in paragraph (B) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
 - (2) The Seller may supply an end product listed in paragraph (B) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Seller certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the Seller certifies that it is not aware of any such use of child labor.

5. FAR 52.222-21 – Prohibition of Segregated Facilities (FEB 1999)

- (A) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (B) The Seller certifies that it complies with FAR 52.222-21 and as such agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Seller agrees that a breach of this clause is a violation of the Equal Opportunity clause in this order.

6. FAR 52.222-22 – Previous Contracts and Compliance Reports (FEB 1999)

The Seller certifies that:

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



7. FAR 52.222-25 – Affirmative Action Compliance (APR 1984)

The Seller certifies that:

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60–1 and 60–2), or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

8. FAR 52.222-26 – Equal Opportunity (MAR 2007)

- (A) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (B) (1) If, during any 12–month period (including the 12 months preceding the award of this order), the Seller has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Seller certifies that it complies with FAR 52.222-26 and as such shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Seller shall provide information necessary to determine the applicability of this clause.
- (C) The Seller certifies that it:
 - (1) Does not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Seller to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60–1.5.
 - (2) Shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.
 - (3) Shall post in conspicuous places available to employees and applicants for employment the notices that explain this clause.
 - (4) Shall, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (5) Shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice advising the labor union or workers’ representative of the Seller’s commitments under this clause,



and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) Shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) Shall furnish all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Seller shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Seller has filed within the 12 months preceding the date of order award, the Seller shall, within 30 days after order award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) Shall permit access, in accordance with Executive Order 11246, to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations.

(9) Shall, if the OFCCP and/or the Buyer determine that the Seller is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, be canceled, terminated, or suspended in whole or in part and the Government may declare the Seller ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended.

9. FAR 52.222-35 – Equal Opportunity for Veterans (SEP 2010) (Applies to orders above \$100,000)

(A) Definitions. As used in this clause:

All employment openings means all positions except executive and senior management, those positions that will be filled from within the Seller's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Armed Forces service medal veteran means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

Disabled veteran means:

(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Executive and senior management means:



(1) Any employee:

- (i) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;
- (ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (iii) Who customarily and regularly directs the work of two or more other employees; and
- (iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or

(2) Any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

Other protected veteran means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

Positions that will be filled from within the Seller's organization means employment openings for which the Seller will give no consideration to persons outside the Seller's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Seller proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified disabled veteran means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

Recently separated veteran means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

(B) General.

(1) The Seller certifies that it complies with FAR 52.222-35 and as such the Seller shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Seller shall take affirmative action to employ,



advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

- (i) Recruitment, advertising, and job application procedures.
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
- (iii) Rate of pay or any other form of compensation and changes in compensation.
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
- (v) Leaves of absence, sick leave, or any other leave.
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Seller.
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
- (viii) Activities sponsored by the Seller including social or recreational programs.
- (ix) Any other term, condition, or privilege of employment.

(2) The Seller shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(3) Sellers with 50 or more employees and a order of \$100,000 or more are required to have an affirmative action program for veterans. See 41 CFR part 60–300, subpart C.

(C) Listing openings.

(1) The Seller shall immediately list all employment openings that exist at the time of the execution of this order and those which occur during the performance of this order, including those not generated by this order, and including those occurring at an establishment of the Seller other than the one where the order is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Seller shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of



(3) employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Seller from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Seller becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Seller is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent orders. The Seller may advise the State agency when it is no longer bound by this order clause.

(D) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(E) Postings.

(1) The Seller shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall:

(i) State the rights of applicants and employees as well as the Seller's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs.

(3) The Seller shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Seller may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Seller shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Seller is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

**10. FAR 52.222-36 – Affirmative Action for Workers With Disabilities (OCT 2010)
(Applies to orders above \$15,000)**

(A) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Seller shall not discriminate against any employee or applicant because of



physical or mental disability. The Seller agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as:

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Seller;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Seller, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Seller certifies that it complies with FAR 52.222-36 and as such agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(B) Postings.

(1) The Seller agrees to post employment notices stating:

- (i) The Seller's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Seller shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Seller may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary).

(3) The Seller shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Seller is bound by the terms of Section 503 of the Act and is committed to take affirmative action



to employ, and advance in employment, qualified individuals with physical or mental disabilities.

11. FAR 52.222-37 – Employment Reports on Veterans (SEP 2010) *(Applies only to orders that have a value of \$100,000 or more)*

- (A) Definitions. As used in this clause, “Armed Forces service medal veteran,” “disabled veteran,” “other protected veteran,” and “recently separated veteran,” have the meanings given in the Equal Opportunity for Veterans clause 52.222–35.
- (B) The Seller certifies that if complies with FAR 52.222-37 and as such shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The total number of employees in the Seller’s workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.
 - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
 - (3) The maximum number and minimum number of employees of the Seller or subcontractor at each hiring location during the period covered by the report.
- (C) The Seller shall report the above items by completing the Form VETS–100A, entitled “Federal Contractor Veterans’ Employment Report (VETS–100A Report).”
- (D) The Seller shall submit VETS–100A Reports no later than September 30 of each year.
- (E) The employment activity report required by paragraphs (B)(2) and (B)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report. Seller may select an ending date:
 - (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
 - (2) As of December 31, if the Seller has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO–1 (Standard Form 100).
- (F) The number of veterans reported must be based on data known to the Seller when completing the VETS–100A. The Seller’s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60–300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the Seller. This paragraph does not relieve the Seller of liability for discrimination under 38 U.S.C. 4212.

12. FAR 52.222-40 – Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) *(Applies only to orders that have a value in excess of*



\$10,000)

- (A) The Seller certifies that it complies with FAR 52.222-40 and as such during the term of this order, the Seller shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the order, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).
 - (1) Physical posting of the employee notice shall be in conspicuous places in and about the Seller’s plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the order.
 - (2) If the Seller customarily posts notices to employees electronically, then the Seller shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Seller and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor’s Web site that contains the full text of the poster. The link to the Department’s Web site, as referenced in (B)(3) of this section, must read, “Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers.”
- (B) This required employee notice, printed by the Department of Labor, may be:
 - (1) Obtained from the Division of Interpretations and Standards, Office of Labor–Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N–5609, Washington, DC 20210, (202) 693–0123, or from any field office of the Office of Labor–Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Downloaded from the Office of Labor–Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or
 - (3) Reproduced and used as exact duplicate copies of the Department of Labor’s official poster.
- (C) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (D) The Seller shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

13. FAR 52.222-50 – Combating Trafficking in Persons (FEB 2009)

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



- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Seller directly engaged in the performance of work under the order who has other than a minimal impact or involvement in order performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person:

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of:

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means:

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.



- (B) Policy. The Buyer and the United States Government have adopted a zero tolerance policy regarding trafficking in persons. The Seller certifies that it complies with FAR 52.222-50 and as such the Seller and the Seller's employees shall not:
 - (1) Engage in severe forms of trafficking in persons during the period of performance of the order;
 - (2) Procure commercial sex acts during the period of performance of the order; or
 - (3) Use forced labor in the performance of the order.
- (C) Seller requirements. The Seller further shall:
 - (1) Notify its employees of:
 - (i) The Buyer's and the United States Government's zero tolerance policy described in paragraph (B) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the order, reduction in benefits, or termination of employment; and
 - (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (B) of this clause.
- (D) Notification. The Seller shall inform the Buyer immediately of:
 - (1) Any information it receives from any source (including host country law enforcement) that alleges a Seller employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
 - (2) Any actions taken against Seller employees, subcontractors, or subcontractor employees pursuant to this clause.
- (E) Mitigating Factor. The Buyer may consider whether the Seller had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

14. FAR 52.222-54 – Employment Eligibility Verification (AUG 2013) (Not applicable to COTS items)

- (A) Definitions. As used in this clause:
 - Commercially available off-the-shelf (COTS) item:
 - (1) Means any item of supply that is:
 - (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and



(iii) Offered to the Government, 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. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the order means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a order that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a order if the employee:

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the order.

Subcontract means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

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

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.

(B) Enrollment and verification requirements. The Seller certifies that it complies with FAR 52.222-54 and as such:

(1) If the Seller is not enrolled as a Federal Contractor in E-Verify at time of order award, the Seller shall:

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of order award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Seller, who are working in the United States, whether or not assigned to the order, within 3 business days after the date of hire (but see paragraph (B)(3) of this section); and
- (iii) Verify employees assigned to the order. For each employee assigned to the order, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the order, whichever date is later (but see paragraph (B)(4) of this section).

(iv)



(2) If the Seller is enrolled as a Federal Contractor in E-Verify at time of order award, the Seller shall use E-Verify to initiate verification of employment eligibility of:

(i) All new employees.

(a) Enrolled 90 calendar days or more. The Seller shall initiate verification of all new hires of the Seller, who are working in the United States, whether or not assigned to the order, within 3 business days after the date of hire (but see paragraph (B)(3) of this section); or

(b) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Seller shall initiate verification of all new hires of the Seller, who are working in the United States, whether or not assigned to the order, within 3 business days after the date of hire (but see paragraph (B)(3) of this section); or

(ii) Employees assigned to the order. For each employee assigned to the order, the Seller shall initiate verification within 90 calendar days after date of order award or within 30 days after assignment to the order, whichever date is later (but see paragraph (B)(4) of this section).

(3) Option to verify employment eligibility of all employees. The Seller may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the order. The Seller shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of:

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Seller's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(4) The Seller shall comply, for the period of performance of this order, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Seller's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Seller will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Seller is excused from its obligations under paragraph (B) of this clause. If the suspension or debarment official determines not to suspend or debar the Seller, then the Seller must reenroll in E-Verify.



- (C) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:
<http://www.dhs.gov/E-Verify>.
- (D) Individuals previously verified. The Seller is not required by this clause to perform additional employment verification using E-Verify for any employee:
 - (1) Whose employment eligibility was previously verified by the Seller through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)–12, Policy for a Common Identification Standard for Federal Employees and Contractors.

15. DFARS 252.222-7006 – Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010) *(Applicable only for orders above \$1,000,000 million for non-commercial items under FAR 2-101 definition)*

- (A) Definitions. As used in this clause:
 - Covered subcontractor means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.
 - Subcontract means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this order or a higher-tier subcontract thereunder.
- (B) The Seller certifies that it complies with DFARS 252.222-7006 and as such, the Seller:
 - (1) Agrees not to:
 - (i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration:
 - (a) Any claim under title VII of the Civil Rights Act of 1964; or
 - (b) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or
 - (ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration:
 - (a) Any claim under title VII of the Civil Rights Act of 1964; or



(b) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by acceptance of the order, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (B)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(C) The prohibitions of this clause do not apply with respect to Seller’s or subcontractor’s agreements with employees or independent contractors that may not be enforced in a court of the United States.

16. DFARS 252.225-7028 – Exclusionary Policies and Practices of Foreign Governments (APR 2003) (Applies only to sale of commercial products or services for international military education training and FMS)

The Seller certifies that it complies with DFARS 252.225-7028 and as such the Seller and its subcontractors shall not take into account the exclusionary policies or practices of any foreign government in employing or assigning personnel, if:

- (A) The personnel will perform functions required by this order, either in the United States or abroad; and
- (B) The exclusionary policies or practices of the foreign government are based on race, religion, national origin, or sex.

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: _____