**Annual Representations, Certifications and Statements of Suppliers**

***Please complete all sections and return a signed copy to the respective VTG representative.***

**PART A**

**General Information:**

|  |  |  |  |
| --- | --- | --- | --- |
| Supplier Name: |  | Contact Name: |  |
| Address 1: |  | Phone No.: |  |
| Address 2: |  | Fax No.: |  |
| City, State & Zip: |  | Email Address: |  |
| Primary NAICS: |  | Add’l NAICS: |  |
| SAM UID#: |  | Federal EIN#: |  |

**Security Information:**

CAGE Code:       Addt’l CAGE Codes:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Level of Clearance: | Top Secret | SCI | Secret | |
| Storage: | Secret | Other (Describe) | |

**FSO Representative:**

**Address:**

**Telephone No.:**

**Email:**

**The company/individual identified on the last page (hereafter referred to as “SUPPLIER”) certifies/represents that:** *(Check or complete all applicable boxes or blanks*.)

Registration in System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov)?  YES  NO

**Cognizant Government Contract Administration Office (Fill if applicable)**

DCMA Office Location:

Administrative Contracting Officer:

Address:

Telephone No.:

**Cognizant Government Defense Contract Audit Agency Office (Fill if applicable)**

DCAA Office Location Representative:

Address:

Telephone No.:

**Supplier’s Current Business Systems and Certifications Status: (Fill in where appropriate)**

If the system has not been reviewed, is not a requirement, does not exist, put N/A in the reason block and provide explanation. If the system is currently rejected, or pending acceptance upon additional information, please provide detail.

**Accounting System:**

Has been approved by DCAA or Other Government Audit Agency, Date:       Audit No.:

Has not been approved

Reason:

**Billing System:**

Has been approved by DCAA or Other Government Audit Agency, Date:       Audit No.:

Has not been approved

Reason:

**Purchasing System:**

Has been approved by DCMA or Other Government Audit Agency, Date:       Audit No.:

Has not been approved

Reason:

**Property System:**

Has been approved by DCMA or Other Government Audit Agency, Date:       Audit No.:

Has not been approved

Reason:

**Estimating System:**

Has been approved by DCAA or Other Government Audit Agency, Date:       Audit No.:

Has not been approved

Reason:

**Certifications (Check all that apply and attach a copy of certification)**

ISO 9001 Cert No.:       Exp. Date:

ISO 10012 Cert No.:       Exp. Date:

Other:       Cert No.:       Exp. Date:

**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS** *(*FAR 52.203-11)

(1) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference into this Certification.

(2) The Supplier, by signing this form, hereby certifies to the best of its knowledge and belief, that:

(a) 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 his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with this solicitation, the supplier shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities.

(c) Supplier will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in exceed of $100,000 shall certify and disclose accordingly.

(3) Submission of this certification and disclosure is a prerequisite for making or entering into a contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form 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 $100,00, for each such failure.

**TAXPAYER IDENTIFICATION** (FAR 52.204-3)

(1) All Suppliers are required to submit the information required in paragraphs (a) through (c) in order 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 Internal Revenue Service (IRS). If a resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the Supplier to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(a) Taxpayer Identification Number (TIN)

TIN:

TIN has been applied for

TIN is not required because:

Supplier is a nonresident alien, foreign corporation, or a foreign partnership that does not have income effectively connected with the conduct of a trade of business in the U.S. and does not have an office or place of business or a fiscal payment agent in the U.S. or;

Supplier is an agency or instrumentality of a foreign government or;

Other, state basis:

(b) 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 CFB 1.6049-4;

Other

(c) Common Parent

Supplier is not owned or controlled by a common parent as defined in paragraph (a) of this clause

Name and TIN of common parent:

Name

TIN

**REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS** (FAR 52.204-10) (OCT 2016)

FAR 52.204-10 was issued in July 2010 to implement the Federal Funding Accountability and Transparency Act of 2006 (“FFATA”) and the Government Funding Transparency Act of 2008. Prime contractors are required to report specified award data and compensation data for certain first-tier subcontractors, which such information will be made public. Therefore, WRS shall require each first-tier subcontractor to fill out this questionnaire, where a Subcontract award of $30,000 or more will be issued and FAR 52.204-10 is incorporated in the Prime Contract. Please see FAR 52.204-10 in full text for all requirements, definitions, and exceptions.

This information will be available to the public at https://usaspending.gov and will be required to be updated annually until your subcontract/PO either terminates or your responses to the below questions changes such that you are no longer required to report. Subcontractor is responsible to notify VTG of any changes hereto for the life of the Subcontract.

Definitions:

*Executive* means officers, managing partners, or any other [employees](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=195593d775cea6a32bc0267306777b5c&term_occur=999&term_src=Title:48:Chapter:1:Subchapter:H:Part:52:Subpart:52.2:52.204-10) in management positions.

*First-tier subcontract* means a [subcontract](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=7cea314917dd2f8d543bb040cbcb13f4&term_occur=999&term_src=Title:48:Chapter:1:Subchapter:H:Part:52:Subpart:52.2:52.204-10) awarded directly by the Contractor for the purpose of acquiring [supplies](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=4bcb6f2f2be5dbc175fd9e8734a41145&term_occur=999&term_src=Title:48:Chapter:1:Subchapter:H:Part:52:Subpart:52.2:52.204-10) or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for [materials](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=e69b95bd682271811cd372b51b7b258d&term_occur=999&term_src=Title:48:Chapter:1:Subchapter:H:Part:52:Subpart:52.2:52.204-10) or [supplies](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=4bcb6f2f2be5dbc175fd9e8734a41145&term_occur=999&term_src=Title:48:Chapter:1:Subchapter:H:Part:52:Subpart:52.2:52.204-10) that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

*Month of award* means the month in which a contract is signed by the Contracting Officer or the month in which a [first-tier subcontract](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=e7383eaf11ba3447e6c950e6e29af84c&term_occur=999&term_src=Title:48:Chapter:1:Subchapter:H:Part:52:Subpart:52.2:52.204-10) is signed by the Contractor.

*Total compensation* means the cash and noncash dollar value earned by the [executive](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=20337544af3a10f04d4d30c9b5c0af0b&term_occur=999&term_src=Title:48:Chapter:1:Subchapter:H:Part:52:Subpart:52.2:52.204-10) during the Contractor's preceding fiscal year and includes the following (for more [information](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=b1fec257bbbf9339978b0004042258d1&term_occur=999&term_src=Title:48:Chapter:1:Subchapter:H:Part:52:Subpart:52.2:52.204-10) see [17 CFR 229.402](https://www.law.cornell.edu/cfr/text/17/229.402)(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.

1.) In the previous tax year, did Subcontractor have gross income from all sources under three hundred thousand dollars ($300,000)?

YES  NO

If yes, do not answer questions 2 and 3 and continue to Part B. If no, continue filling out the form.

2.) In the subcontractor’s preceding fiscal year, did subcontractor receive: (A) eighty percent (80%) or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal Financial assistance; and (B) twenty-five million dollars ($25,000,000) or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal Financial assistance?

YES  NO

If no, do not proceed, and continue to Part B. If yes, continue to question 3.

3.) Does the public 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.)?

YES  NO

4.) The Subcontractor certifies its registration in the System for Award Management (SAM.gov) is complete. Subcontractor does further agree that it will maintain its SAM record to be current by submission of this certification, prior to award, during performance, and through final payment of any award resulting from this solicitation.

YES  NO

If yes do not answer question 5, and continue to Part B. If no, continue to question 5.

5. Please complete the below table.

|  |  |  |
| --- | --- | --- |
| **Executive Name** | **Title** | **Total Compensation** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Part B**

**COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION** (FAR 52.230-1) (OCT 2015)

***Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.***

Suppliers 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 supplier 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 Certificatio*n**

(a) Any contract in excess of $750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any supplier 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 supplier’s proposal under this solicitation unless the supplier 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 supplier may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement* ***[Not applicable to Small Businesses]***

The supplier 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 supplier 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* ***[Not applicable to Small Businesses]***

The supplier 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 supplier 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* ***[Not applicable to Small Businesses]***

The supplier hereby certifies that the supplier, 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 supplier further certifies that if such status changes before an award resulting from this proposal, the supplier will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption* ***[Not applicable to Small Businesses]***

The supplier hereby certifies that (i) the supplier 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 supplier is not yet required to submit a Disclosure Statement. The supplier further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the supplier will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**II. Cost Accounting Standards--Eligibility for Modified Contract Coverage *[Not applicable to Small Businesses]***

If the supplier is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the supplier 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 supplier hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the supplier 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 supplier received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The supplier further certifies that if such status changes before an award resulting from this proposal, the supplier will advise the Contracting Officer immediately.

**III. Additional Cost Accounting Standards Applicable to Existing Contracts *[Not applicable to Small Businesses]***

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

**Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)** FAR 52.209-2

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. the supplier represents that-

(1)  IS  IS NOT an inverted domestic corporation; and

(2)  IS  IS NOT a subsidiary of an inverted domestic corporation.

**Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any**

**Federal Law** (FAR 52.209-11) (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015

(Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not 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 an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (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 an 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 Supplier represents that

(a)  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; and

(b)  IS  IS NOT a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24

months.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS** (FAR 52.209)

The SUPPLIER certifies, to the best of its knowledge and belief, that:

1) The Supplier and/or any of its principals:

ARE  ARE NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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;

ARE  ARE NOT presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of any of the offenses enumerated above.

2) The Supplier  HAS  HAS NOT, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

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

4) “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).

**APPLICABLE NAICS CODE AND SIZE STANDARD**

NAICS code for this solicitation: XXXXXX

Small business size standard: XXXX

**CERTIFICATION OF BUSINESS SIZE**

SUPPLIER represents that it (check one):

IS  IS NOT a Large Business

“Small Business” means an independently owned and operated business, not dominant in the field of operation in which it is bidding, and does not exceed the limitation of number of employees and dollar of sales as defined under the Federal Acquisition Regulation (FAR) clause 52.210-1 or 13 CFR 121.

**BUSINESS SIZE AND OWNERSHIP** (FAR 52.219-1)

SUPPLIER represents that it *(check one for each lin*e):

IS  IS NOT a Small Business

IS  IS NOT a Disadvantaged Business

IS  IS NOT a Women-owned Business

IS  IS NOT a Minority Institution

IS  IS NOT a Historically Black College or University

IS  IS NOT a HUBZone Business

IS  IS NOT a Veteran-Owned Business

IS  IS NOT a Service-Disabled Veteran-Owned Business

IS  IS NOT an Alaska Native Corporation (ANC) and American Indian Tribe

This representation must be in compliance with Federal definitions contained in the Code of Federal Regulations/Federal Acquisition Regulations (CFR/FAR). These definitions are available upon request from the cognizant VTG buyer or Small Business Liaison Officer or at [www.arnet.gov](http://www.arnet.gov).

**SIGNATURE**

*By signature hereto, or to an offer incorporating these representations and certifications, the Offeror represents that the above representations (to include size and socioeconomic status representations) are current, accurate, and complete as of the date of the offer for the subcontract and that it is aware of the penalty prescribed in 15 U.S.C 645 and 18 U.S.C. 1001 for making false statements in offers.*

|  |  |
| --- | --- |
| Supplier Name |  |
| Signature |  |
| Printed Name |  |
| Title |  |
| Date |  |

**Certification Regarding Knowledge of Child Labor for Listed End Products** (FAR 52.222-18) (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 under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis 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 VTG will not make award to a Supplier unless the Supplier, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(1) The Supplier 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 Supplier 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 Supplier 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 Supplier certifies that it is not aware of any

such use of child labor.

**AFFIRMATIVE ACTION *(check only one bloc*k)** (FAR 52.222-25)

The SUPPLIER 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 the Secretary of Labor (41 CFR 60-1 and 60-2),

**- or -**

(b) it  HAS NOT previously had a contract subject to the written affirmative action program requirements of the rules and regulations of the Secretary of Labor and will develop a program within 120 days of the start of any contract issued as a result of this request.

**EQUAL OPPORTUNITY (Previous Contract and Compliance Reports)** (FAR 52.222-22)

The SUPPLIER represents that:

(a) It is  EXEMPT (less than 50 employees);

**- or -**

(b) It  HAS  HAS NOT participated in a previous contract or subcontract subject to the Equal Opportunity clause;

AND It  HAS,  HAS NOT filed all required compliance reports;

If representation indicates required reports have not been filed, CONTRACTOR must submit said reports within 30 days of the date of any contract issued.

**PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION** (FAR 52.222-24)

If a contract in the amount of $10 million or more will result from a VTG solicitation, the Supplier and its known first-tier subcontractors with anticipated subcontracts of $10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective contractor and subcontractors to be in compliance with Executive Order 11246.

**CERTIFICATE OF ETHICAL CONTRACTING**

The SUPPLIER certifies that it has not, nor has any of its employees, subcontractors or subcontractors’ employees, received, or offered, to any person or entity, any gratuities, kickbacks, or anything of value, relevant to any aspect of such Contract, or any subtier contract(s) released under such Contract. Further, SUPPLIER agrees to notify VTG of any such action that it becomes aware of during the performance of any contract with VTG.

**SAFETY CERTIFICATION**

The SUPPLIER certifies that it  HAS,  DOES NOT HAVE outstanding safety violations with OSHA, a Federal Agency or any other contract or subcontract safety regulation. If violations are outstanding, Supplier shall identify and submit for evaluation by VTG prior to any award.

**SMALL BUSINESS SUBCONTRACTING PLAN (if applicable)**

Suppliers other than small businesses must submit a Small Business Subcontracting Plan (SBSP) and submit Subcontracting Reports for Individual Contracts (ISR) and Summary Subcontract Reports (SSR) if the response to a VTG solicitation exceeds $750,000 ($1,500,000 for construction) in eSRS. The SBSP shall be in accordance with FAR 52.219-9.

**CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING** (FAR 52.223-13)

The SUPPLIER hereby certifies that:

(1) As the owner or operator of facilities that will be used in the performance of a VTG subcontract that is 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 Supplier: ***(Check one of the following blocks, plus complete paragraph 2 if exempt***.)

Files and will continue to file for such facilities, the Toxic Chemical Release Inventory Form (FORM R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA, or

Is exempt as identified in paragraph 2 below;

(2) None of its owned or operated facilities to be used in the performance of a VTG subcontract are 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 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 Standard Industrial Classification Code (SIC) codes or their corresponding North American Industry Classification System sectors:

1. Major group code 10 (except 1011, 1081, and 1094.
2. Major group code 12 (except 1241)
3. Major group codes 20 through 39.
4. 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).
5. 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 within any State of the U.S., the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the U.S. Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the U.S. has jurisdiction.

**CERTIFICATION REGARDING TRAFFICKING IN PERSONS (Applies to Subcontracts with a total value over $500,000 for which work outside the United States is contemplated)**

The Supplier certifies that:

1) It  has,  has not implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at FAR 52.222-50, Combating Trafficking in Persons, and will actively monitor for continued compliance.

(2) The compliance plan  does,  does not conform to the minimum standards as stated in paragraph (h) of the clause at FAR 52.222-50.

(3) To the best of the Offeror’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or If abuses relating to any of the prohibited activities identified in FAR 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(4) Supplier acknowledges that non-compliance with this clause may result contract termination.

(5)  **Supplier claims exemption from the requirements of the clause at FAR 52.222-50 on the basis that no work will be performed outside the United States under any subcontract awarded to it by VTG.**

**REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (FAR 52.204-24) (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](https://www.acquisition.gov/far/part-52#FAR_52_204_26), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](https://www.acquisition.gov/far/part-52#FAR_52_212_3), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](https://www.acquisition.gov/far/part-52#FAR_52_204_26), or in paragraph (v)(2)(ii) of the provision at [52.212-3](https://www.acquisition.gov/far/part-52#FAR_52_212_3).

      (a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

      (b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

                (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

                (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

           (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

                (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

                (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

      (c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ([https://www.sam.gov](https://www.sam.gov/)) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

      (d) *Representation.* The Offeror represents that—

           (1) It **will,  will not** provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

           (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

          It *□* does, *□* does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

      (e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

                (i) For covered equipment—

                     (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

                     (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

                     (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

                (ii) For covered services—

                     (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

                     (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

           (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

                (i) For covered equipment—

                     (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

                     (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

                     (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

                (ii) For covered services—

                     (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

                     (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision

**52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT**

**2020)**

1. Definitions. As used in this provision, “covered telecommunications equipment or services” and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
2. Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.
3. Representations.
4. The Offeror represents that it  **does,  does not** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
5. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it  **does,  does not** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

**SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING**

(DFARS 252.204-7012) (OCT 2016)

The Subcontractor shall make its representation and certification by selecting **only one** (1) of the following A) through C) below:

1. In accordance with DFARS 252.204‐7012 Safeguarding Covered Defense Information and Cyber Incident Reporting

(OCT 2016), the Subcontractor certifies that it

Is compliant and implemented the security requirements in National Institute of Standards

and Technology (NIST) Special Publication (SP) 800‐171, “Protecting Controlled Unclassified

Information in Nonfederal Information Systems and Organizations” by December 31, 2017;

**OR**

After December 31, 2017, became compliant and implemented the security

requirements in National Institute of Standards and Technology (NIST) Special Publication

(SP) 800‐171, “Protecting Controlled Unclassified Information in Nonfederal Information

Systems and Organizations” effective       **(Date)**

1. The Subcontractor has not collected, developed, received, transmitted, used or stored “covered defense information” and does not anticipate that it will collect, develop, receive, transmit, use or store “covered defense information” on Subcontractor’s “covered contractor information system” as defined in DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016) in support of proposal and/or agreement with VTG, and the Subcontractor represents and certifies that it

Will not collect, develop, receive, transmit, use or store “covered defense information” on Subcontractor’s “covered contractor information system” as defined in DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016) in support of a proposal and/or agreement with VTG.;

1. In accordance with DFARS 252.204‐7304, the Subcontractor qualifies for the Commercially

Available Off‐The‐Shelf (COTS) exception, and certifies that it

As defined in FAR 2.101 only provides COTS items and qualifies for the exception in accordance with DFARS 252.204‐7304 from DFARS 252.204‐7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016). For any subcontract or purchase order award, the Subcontractor attests and certifies that it shall only provide COTS items.

**Cyber Security Questionnaire**

**Please respond considering all information system(s) used in support of VTG contracts.**

**Question 1:** Are all the Information system(s) compliant with the requirements of FAR 52.204-21 “Basic Safeguarding of Covered Contractor Information Systems”?

Yes

No

**Question 2:** Are all the information system(s) compliant with the security requirements outline din the DFARS 252.204-7012 (October 2016) to include:

1. Implementation of the control found in the NIST SP 800-171
2. Having a valid medium assurance certificate to report any incidents or loss of CUI/CDI
3. A documented system security plan (SSP)
4. When applicable, a documented plan of action and milestones (POA&M)

Yes

No (if no, please describe the gaps in compliance and expected date of compliance.)

**Question 3:** Does the company have either a basic, medium, or high assessment as it relates to the NIST SP 800-171 DoD Assessment Methodology in the DoD Supplier Performance Risk System (SPRS) specific to all the information system(s) used in performance of VTG Contracts? The assessment must have been completed within the last 3 years to be considered valid.

Yes

No

**Question 4:** Provide the date of the assessment in SPRS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Question 5:** Provide your company’s basic assessment score: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REPRESENTATION OF USE OF CLOUD COMPUTING (SEP 2015)**

(a) *Definition.* “Cloud computing,” as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation.* The Offeror represents that it—

Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

**REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (JUN 2019)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause.

(End of provision)

**OTHER PROVISIONS INCORPORATED BY REFERENCE**

|  |  |
| --- | --- |
| FAR Ref. | Title and Date |
| 52.222-21 | Prohibition of Segregated Facilities (April 2015) |
| 52.204-10 | Federal Funding Accountability and Transparency Act (FFATA) 2012 |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment |
| DFARS Ref. | Title and Date |
| 252.209-7001 | Disclosure or Control by the Government of a Terrorist Country |
| 252.209-7002 | Disclosure or Ownership or Control by a Foreign Government |
| 252.247-7023 | Transportation of Supplies by Sea (May 2002) |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense – Contract-related Felonies |
| 252.225-7001 | Buy American Act and Balance of Payments Program |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government |
| 252.246-7007 | Counterfeit Parts Detection and Avoidance |

**SIGNATURE**

*By signature hereto, or to an offer incorporating these representations and certifications, the Offeror represents that the above representations (to include size and socioeconomic status representations) are current, accurate, and complete as of the date of the offer for the subcontract and that it is aware of the penalty prescribed in 15 U.S.C 645 and 18 U.S.C. 1001 for making false statements in offers.*

|  |  |
| --- | --- |
| Supplier Name |  |
| Signature |  |
| Printed Name |  |
| Title |  |
| Date |  |