

## FAR/DFARS U.S. Supplier Certifications

Issuing date: July 2021

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### A. DEFINITIONS. AS USED IN THIS DOCUMENT:

- **“Buyer”** means the Meggitt PLC wholly owned subsidiary identified above.
- **“Government”** means the federal government of the United States.
- **“Order”** means any contract or subcontract between Buyer and Seller for the supply of Products or Services, resulting from Buyer’s request.
- **“Product”** means any products, components, goods or materials agreed in the Order to be supplied to Buyer by 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 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 Buyer by Seller (including any part or parts of them).

### B. CERTIFICATIONS AND REPRESENTATIONS.

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. Seller agrees to provide immediate written notice to Buyer if any of 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. Seller acknowledges that Buyer shall rely on the information provided herein in its performance of U.S. Government contracts and subcontracts. 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 U.S. Government, if 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.

### COUNTRY OF ORIGIN

#### 1. FAR 52.215-6 Place of Performance (OCT 1997) (US Supplier Only)

(A) Seller certifies that it complies with FAR 52.215-6 and that, in the performance of any order from Buyer, Seller  **intends**,  **does not intend** [check applicable block] to use one or more plants or facilities located at a different address from the address of Seller as indicated in this proposal or response to request for information.

(B) If Seller checks “intends” in paragraph (A) of this provision, it shall insert in the following spaces the required information:

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Place of performance (street address, city, state,Name and address of owner and operator of the plant  
county, zip code) or facility if other than Seller

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## 2. FAR 52.225-2 – Buy American Certificate (FEB 2021) (Applicable to Orders that meet the threshold requirements in FAR 25.1101(a)(1))

(A) As defined in FAR 52.225-1, Buy American – Supplies, Seller certifies that each end product, except those listed in paragraph (B) of this provision, is a domestic end product. Seller shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1, “Buy American -- Supplies (JAN 2021).”

(B) Foreign end products:

[List as necessary]

Line item no/part no	Country of origin	Part no description

## 3. DFARS 252.225–7007 – Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies (DEC 2018)

(A) Definitions. As used in this clause:

600 series of the Commerce Control List means the series of 5-character export control classification numbers (ECCNs) of the Commerce Control List of the Export Administration Regulations in 15 CFR part 774, supplement No. 1. that have a “6” as the third character. The 600 series constitutes the munitions and munitions-related ECCNs within the larger Commerce Control List. (See definition of “600 series” in 15 CFR 772.)

Communist Chinese military company means any entity regardless of geographic location, that is:

(1) A part of the commercial or defense industrial base of the People’s Republic of China including a subsidiary or affiliate of such entity; or

(2) Owned or controlled by, or affiliated with, an element of the Government or armed forces of the People’s Republic of China.

“Item” means—

(1) A USML defense article, as defined at 22 CFR 120.6;

(2) A USML defense service, as defined at 22 CFR 120.9; or

(3) A 600 series item, as defined at 15 CFR 772.1.

United States Munitions List means the munitions list of the International Traffic in Arms Regulation in 22 CFR Part 121.

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(B) Any items covered by the United States Munitions List or the 600 series of the Commerce Control List that are delivered under this order may not be acquired, directly or indirectly, from a Communist Chinese military company.

(C) Seller certifies that it complies with DFARS 252.225-7007 and as such it has not acquired, directly or indirectly, from the Communist Chinese military company any supplies or services covered by the United States Munitions List or the 600 series of the Commerce Control List to be delivered under this order.

#### 4. DFARS 252.225-7009 – Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC 2019)

(A) Definitions. As used in this clause:

- Alloy means a metal consisting of a mixture of a basic metallic element and one or more metallic, or non-metallic, alloying elements.
  - (i) For alloys named by a single metallic element (e.g., titanium alloy), it means that the alloy contains 50 percent or more of the named metal (by mass).
  - (ii) If two metals are specified in the name (e.g., nickel-iron alloy), those metals are the two predominant elements in the alloy, and together they constitute 50 percent or more of the alloy (by mass).
- Assembly means an item forming a portion of a system or subsystem that:
  - (i) Can be provisioned and replaced as an entity; and
  - (ii) Incorporates multiple, replaceable parts.
- Commercial derivative military article means an item acquired by the Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public or by nongovernmental entities for purposes other than governmental purposes.
- Commercially available off-the-shelf item--
  - (i) Means any item of supply that is:
    - (a) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);
    - (b) Sold in substantial quantities in the commercial marketplace; and
    - (c) Offered to the U.S. Government, under this order or a subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
  - (ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
- Component means any item supplied to the Government as part of an end item or of another component.
- Electronic component means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits. The term does not include structural or mechanical parts of an assembly containing an electronic component, and does not include any high performance magnets that may be used in the electronic component.
- End item means the final production product when assembled or completed and ready for delivery under a line item of this order.
- High performance magnet means a permanent magnet that obtains a majority of its magnetic properties from rare earth metals (such as samarium).
- Produce means:
  - (i) Atomization;

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- (ii) Sputtering; or
  - (iii) Final consolidation of non-melt derived metal powders.
  - Qualifying country means any country listed in the definition of “Qualifying country” at 225.003 of the Defense Federal Acquisition Regulation Supplement (DFARS).
  - Required form means in the form of mill product, such as bar, billet, wire, slab, plate, or sheet, and in the grade appropriate for the production of:
    - (i) A finished end item to be delivered to the U.S. Government under this contract; or
    - (ii) A finished component assembled into an end item to be delivered to the U.S. Government under this order.
  - Specialty metal means:
    - (i) Steel:
      - (a) With a maximum alloy content exceeding one or more of the following limits: Manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or
      - (b) Containing more than 0.25 percent of any of the following elements: Aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;
    - (ii) Metal alloys consisting of:
      - (a) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or
      - (b) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;
    - (iii) Titanium and titanium alloys; or
    - (iv) Zirconium and zirconium alloys.
  - Steel means an iron alloy that includes between .02 and 2 percent carbon and may include other elements.
  - Subsystem means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.
- (B) Restriction. Except as provided in paragraph (C) of this clause, any specialty metals incorporated in items delivered under this order shall be melted or produced in the United States, its outlying areas, or a qualifying country and Seller certifies that it complies with such restrictions in DFARS 252.225-7009 for all items delivered under this order.
- (C) Exceptions. If the exceptions in DFARS 252.225-7009(C) apply, Seller shall notify Buyer in its offer or in advance of order acceptance. Such exception is not valid until accepted by Buyer in advance by written modification to this order.

### 5. DFARS 252.225-7012 – Preference for Certain Domestic Commodities (DEC 2017)

- (A) Definitions. As used in this clause:
- Component means any item supplied to Buyer as part of an end product or of another component.
  - End product means supplies delivered under a line item of this order.
  - Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable,

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with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia	Finland	Luxembourg	Switzerland
Austria	France	Netherlands	Turkey
Belgium	Germany	Norway	United Kingdom of Great Britain and Northern Ireland
Canada	Greece	Poland	
Czech Republic	Israel	Portugal	
Denmark	Italy	Slovenia	
Egypt	Japan	Spain	
Estonia	Latvia	Sweden	

- Structural component of a tent:
  - (i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);
  - (ii) Does not include equipment such as heating, cooling, or lighting.
- United States means the 50 States, the District of Columbia, and outlying areas.
- U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(B) Seller certifies that it complies with DFARS 252.225-7012 and as such it shall deliver under this order only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

- (1) Food.
- (2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, hand wear, belts, badges, and insignia.
- (3)
  - (i) Tents and structural components of tents;
  - (ii) Tarpaulins; or
  - (iii) Covers.
- (4) Cotton and other natural fiber products.
- (5) Woven silk or woven silk blends.
- (6) Spun silk yarn for cartridge cloth.
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
- (8) Canvas products.
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
- (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (B).

(C) This restriction does not apply:

- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the U.S. Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To chemical warfare protective clothing produced in a qualifying country; or

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- (3) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does not apply to the synthetic or coated synthetic fabric itself), if:
- (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
    - (a) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
    - (b) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/ tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
    - (c) Upholstered seats (whether for household, office, or other use); and
    - (d) Parachutes (Federal Supply Class 1670); or
  - (ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

### RESPONSIBILITY

#### 1. FAR 52.203-3 – Gratuities (APR 1984) (US Supplier Only)

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

#### 2. FAR 52.203-5 – Covenant Against Contingent Fees (MAY 2014) (US Supplier Only)

(A) Seller certifies that it complies with FAR 52.203-5 and as such no person or agency has been employed or retained to solicit or obtain this order upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.

(B) Bona fide agency, as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

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

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

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

#### 3. FAR 52.203-7 – Anti-Kickback Procedures (JUN 2020)

- (A) Definitions:

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- Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.
  - Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
  - Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
  - Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.
  - Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
  - Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
  - Subcontractor, as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.
  - Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
- (B) The Anti-Kickback Act of 1986 (41 U.S.C. 51–58) (the Act), prohibits any person from:
- (1) Providing or attempting to provide or offering to provide any kickback;
  - (2) Soliciting, accepting, or attempting to accept any kickback; or
  - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (C) Seller certifies that it complies with FAR 52.203-7 and as such it has not violated the Anti-Kickback Act and has in place reasonable procedures designed to prevent and detect possible violations described in paragraph (B) of this clause in its own operations and direct business relationships.

#### **4. FAR 52.203-11 – Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)**

- (A) Definitions. As used in this provision--“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203–12).
- (B) Prohibition. The prohibition and exceptions contained in the FAR clause entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203–12) are hereby incorporated by reference in this provision.
- (C) Certification. Seller certifies that it complies with FAR 52.203-11 and as such, to the best of its knowledge and belief no funds, including Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence, an officer or employee of Customer, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this order.



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(D) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Seller with respect to this order, Seller shall complete and submit, with its offer or prior to award of any order, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants.

### 5. FAR 52.209-5 Certification Regarding Responsibility Matters (AUG 2020)

- (A)
- (1) Seller certifies that it complies with FAR 52.209-5 and as such, to the best of its knowledge and belief, that:
- (i) Seller and/or any of its Principals:
- (a) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (b) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if Seller checks "have", Seller shall also see 52.209-7);
- (c) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (A)(1)(i)(b) of this provision; and
- (d) Have ( ), have not ( ), within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at FAR 9.104-5(a)(2) for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (e) Seller has ( ) has not ( ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- (B) Seller shall provide immediate written notice to Buyer if, at any time prior to order award or during order performance, Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.



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**6. FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020) (Applies only to orders that have a value in excess of the threshold specified in FAR 9.405-2(b) and are not for commercially available off-the-shelf items)**

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

- (1) Means any item of supply (including construction material) that is:
  - (i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the U.S. Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(B) Other than a subcontract for a commercially available off-the-shelf item, Seller certifies that it complies with FAR 52.209-6 and as such it will not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) with a contractor that is debarred, suspended, or proposed for debarment by any agency of the U.S. Government.

**7. FAR 52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort (OCT 2009) (Applies only when order meets or exceeds the threshold specified at FAR 15.403-4(a)(1) and Seller certified cost or pricing data under FAR 15 is required)**

(A) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, are defined in the clause entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).

(B) General. Seller certifies that it complies with FAR 52.215-22 and as such Seller's proposal excludes excessive pass-through charges.

(C) Performance of work by Seller or a subcontractor.

- (1) Seller shall identify in its proposal the total cost of the work to be performed by Seller, and the total cost of the work to be performed by each subcontractor, under the order.
- (2) If Seller intends to subcontract more than 70 percent of the total cost of work to be performed under the order, Seller certifies that it has identified in its proposal:
  - (i) The amount of Seller's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and
  - (ii) A description of the added value provided by Seller as related to the work to be performed by the subcontractor(s).
- (3) If any subcontractor proposed under the order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, Seller shall identify in its proposal:
  - (i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and
  - (ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

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

(A) Definitions. As used in this clause:

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

(i) Attempting to obtain;

(ii) Obtaining; or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

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

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

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

(1) In a management or supervisory capacity on this order;

(2) On the board of directors of Seller;

(3) As a consultant, agent, or representative for Seller; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of Seller with regard to this order.

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

### 9. DFARS 252.204–7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019)

(A) Definitions. As used in this provision:

– Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

– Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

– Contractor attributional/proprietary information means information that identifies Seller, whether directly or indirectly, by the grouping of information that can be traced back to Seller (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

– Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

– Covered contractor information system means an unclassified information system that is owned, or operated by or for Seller and that processes, stores, or transmits covered defense information.

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- Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies, and is—
    - (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to Seller by or on behalf of DoD in support of the performance of the contract; or
    - (2) Collected, developed, received, transmitted, used, or stored by or on behalf of Seller in support of the performance of the contract.
  - Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.
  - Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.
  - Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
  - Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.
  - Media means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.
  - Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.
  - Rapidly report means within 72 hours of discovery of any cyber incident.
  - Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.
- (B) Adequate security. Seller certifies that it will provide adequate security on all covered contractor information systems. To provide adequate security, Seller certifies that it will implement, at a minimum, the following information security protections:
- (1) For covered contractor information systems, the following security requirements apply:
    - (i) Except as provided in paragraph (B)(1)(ii) of this certification, the covered contractor information system shall be subject to 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" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the Order is issued, unless otherwise specified in the Order.
    - (ii)
      - (A) Seller shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017.

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(B) Seller shall submit any requests to vary from NIST SP 800-171 in writing only to a designated Government Contracting Officer, for consideration by the DoD CIO, as set out in DFARS 252.204-7012.

(C) If the DoD CIO has adjudicated Seller's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to Buyer prior to accepting any Order subject to DFARS 252.204-7012. Seller shall not vary from NIST SP 800-171 requirements unless the DoD CIO favorably adjudicates Seller's request and Seller provides written evidence of this determination to Buyer.

Seller reports the following approved requests for variance from NIST SP 800-171 presently in effect as follows (attach a copy of the adjudication):

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(D) If Seller intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of an Order, Seller shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (C) through (G) of this provision for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(2) Seller shall utilize other information systems security measures when Seller reasonably determines that information systems security measures, in addition to those identified in paragraph (B)(1) of this certification, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(C) Cyber incident reporting requirement. Seller certifies that:

(1) When Seller discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects Seller's ability to perform the requirements of an Order that are designated as operationally critical support and identified in the Order, it will—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on Seller's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect Seller's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to Buyer and to the DoD at <https://dibnet.dod.mil>.

(iii) Provide the DoD incident report number to Buyer immediately thereafter but not later than 3 days after receiving the incident report number.

(iv) Cooperate with and provide such information to Buyer, its customers or DoD as they may require regarding the incident, as set out in this paragraph (C), as is necessary to conduct reasonable damage assessment.

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- (2) Cyber incident report. Seller shall treat the cyber incident report as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.
- (3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this provision, Seller certifies that it has or will acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.
- (D) Malicious software. Seller certifies that in the event it discovers and isolates malicious software in connection with a reported cyber incident, it will submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the designated Government Contracting Officer.
- (E) Media preservation and protection. In the event Seller discovers that a cyber incident has occurred, Seller certifies that it will preserve and protect images of all known affected information systems identified in paragraph (c) of DFARS 252.204-7012 and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow Buyer and the DoD to request the media or decline interest.
- (F) Access to additional information or equipment necessary for forensic analysis. Upon request by Buyer, its customers or the DoD, Seller certifies that it will provide Buyer, its customers or the DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.
- (G) Cyber incident damage assessment activities. If Buyer or the DoD elects to conduct a damage assessment, Buyer or DoD will request that Seller provide all of the damage assessment information gathered in accordance with paragraph (E) of this clause and Seller certifies that it will cooperate with such requests.
- (H) To the maximum extent practicable, Seller shall identify and mark attributional/proprietary information of Seller. In making an authorized release of such information, the Government will implement appropriate procedures to minimize Seller attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.
- (I) Seller understands that information that is obtained from Seller (or derived from information obtained from Seller) under this provision that is not created by or for DoD is authorized to be released outside of DoD by DoD—
- (1) To entities with missions that may be affected by such information;
  - (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
  - (3) To Government entities that conduct counterintelligence or law enforcement investigations;
  - (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
  - (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
- (J) Information that is obtained from Seller (or derived from information obtained from Seller) under this provision that is created by or for DoD (including the information submitted pursuant to paragraph (c) of DFARS 252.204-7012) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (I) of this provision, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
- (K) Seller shall conduct activities under this provision in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (L) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates Seller's responsibility for other safeguarding or cyber incident reporting

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pertaining to its unclassified information systems as required by other applicable Order clauses, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(M) Seller certifies that it complies with DFARS 252.204-7012 and will comply with the requirements above in the performance of any Order where covered defense information is present and will require any subcontractors or suppliers to which it supplies covered defense information to likewise comply with the foregoing requirements.

### 10. DFARS 252.204–7020 NIST SP 800–171 DoD Assessment Requirements (NOV 2020)

(A) Procedure. Buyer may not award a subcontract or other contractual instrument that is subject to NIST SP 800-171 security requirements in accordance with DFARS 252.204-7012, unless the Seller has completed within the last three (3) years at least a basic NIST SP 800-171 DoD Assessment for all covered contractor information systems related to its business with Buyer that are not part of an information technology system operated on behalf of the Government.

(B) Representation. The Seller represents that it  is,  is not subject to NIST SP 800-171 security requirements in accordance with DFARS 252.204-7012.

- If the Seller “is subject to NIST SP 800-171 security requirements” proceed to the representation in Section (C).

(C) Representation. The Seller represents that it  has,  has not completed, within the last 3 years, at least a Basic NIST SP 800–171 DoD Assessment, as described in [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), for all covered contractor information systems related to its business with Buyer that are not part of an information technology service or system operated on behalf of the Government.

- If the Seller “has completed, within the last 3 years, at least a Basic NIST SP 800–171 DoD Assessment” proceed to the representation in Section (D).

(D) Representation. To the extent the Seller completed a Basic Assessment related to its business with Buyer, Seller represents that it  has,  will submit to the Government for posting to the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) the information required by paragraph (d) of DFARS 252.204-7020 prior to accepting an Order from Buyer.

### 11. FAR 52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

(A) Definitions. As used in this provision:

- Covered telecommunications equipment or services means—
  - (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
  - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence



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or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(B) Procedures. The Seller 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.

(C) Representation. Seller represents that it  will,  will not provide covered telecommunications equipment or services as a part of its offered products or services to the Buyer in the performance of any Order issued under a Government contract at any tier.

- The Seller shall provide the additional disclosure information required by FAR 52.204-24(e)(1) as an attachment to these certifications if the Seller represents that it "will" provide covered telecommunications equipment or services.

### 12. DFARS 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (DEC 2019)

(A) Definitions. As used in this provision:

- Covered defense telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(B) Procedures. The Seller 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 defense telecommunications equipment or services.

(C) Representation. The Seller represents that it  will,  will not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Buyer in the performance of any Order issued under a Government contract at any tier.

(D) The Seller shall provide the additional disclosure information required by DFARS 252.204-7017(e) if the Seller represents that it "will" provide covered defense telecommunications equipment or services.

### 13. FAR 52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020)

(E) The Seller represents that it  does,  does not have a written Code of Business Ethics and Conduct (as described in FAR 52.203-13), which is available to employees engaged in performance of Government contracts and/or subcontracts.

(F) For any order from Buyer in excess of the threshold specified in FAR 3.1004(a) with a performance period of more than 120 days, the Seller certifies that, within 30 days after award, it shall have a written code of business ethics and conduct, a copy of which the Seller will make available to each employee engaged in performance of Government contracts and/or subcontracts.

### 14. DFARS 252.203-7004 Display of Hotline Posters (AUG 2019)

(A) Definitions. As used in this provision:



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

(B) For any order from Buyer that is not for commercial items and exceeds the threshold specified in DFARS 203.1004(b)(2)(ii), the Seller certifies that it will display prominently the Department of Defense (DoD) fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General in common work areas within business segments performing work under DoD contracts. The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or is also available via the internet at <https://www.dodig.mil/Resources/Posters-and-Brochures/>.

(C) If a significant portion of the Seller's employee workforce does not speak English, then the Seller certifies that the poster will be displayed in the foreign languages that a significant portion of the employees speak. Additionally, if the Seller maintains a company web site as a method of providing information to employees, the Seller certifies that it will display an electronic version of the required poster at the web site.

## 15. FAR 52.211-15 Defense Priority and Allocation Requirements (APR 2008)

The Seller certifies that it shall follow all the requirements of the Defense Priorities and Allocations System (DPAS) regulation (15 CFR 700 et seq.) for any DPAS-rated order issued by the Buyer.

## ENVIRONMENTAL PROTECTIONS

### 1. FAR 52.223-3 Hazardous Material Identification and Material Safety Data (FEB 2021)

(A) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard no 313 (including revisions adopted during the term of the order).

(B) Seller certifies that it complies with FAR 52.223-3 and as such must list any hazardous material, as defined in paragraph (A) of this clause, to be delivered under this order. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this order.

Material (If none, insert "None")	Identification no.

(C) This list must be updated during performance of the order whenever Seller determines that any other material to be delivered under this order is hazardous.

(D) Seller agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard no 313, for all hazardous material identified in paragraph (B) of this clause. Data shall be submitted in accordance with Federal Standard no 313, whether or not Seller is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in Seller being considered ineligible for award.

(E) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard no 313, which renders incomplete or inaccurate the data submitted under paragraph (D) of this clause, Seller shall promptly notify Buyer and resubmit the data.

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(F) Neither the requirements of this clause nor any act or failure to act by Buyer or the Government shall relieve Seller of any responsibility or liability for the safety of U.S. Government, Buyer, Seller, or subcontractor personnel or property.

(G) Nothing contained in this clause shall relieve Seller from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(H) Buyer's and the U.S. Government's rights in data furnished under this order with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to:
  - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
  - (ii) Obtain medical treatment for those affected by the material; and
  - (iii) Have others use, duplicate, and disclose the data for Buyer and the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (H)(1) of this clause, in precedence over any other clause of this order providing for rights in data.
- (3) Buyer and the Government are not precluded from using similar or identical data acquired from other sources.

### SMALL BUSINESS/EEO

#### 1. FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Applies only when Buyer is prime contractor to U.S. Government agency). (US Supplier Only)

(A) Definitions. As used in this clause:

- Subcontractor means 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 Seller.
- Total compensation means the cash and noncash dollar value earned by the executive during 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.

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(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 Buyer to report information on subcontract awards. The law requires all reported information be made public, therefore, Seller is notified that the required information will be made public.

(C) (1) First-tier subcontract information. Seller shall cooperate with Buyer in Buyer's obligation to report the following information at <http://www.fsr.gov> for each first-tier order valued at or above the threshold specified in FAR 4.1403(a).

(i) Unique entity identifier 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 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) U.S. 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 Seller. By the end of the month following the month of award of an order valued at or above the threshold specified in FAR 4.1403(a), and annually thereafter during the performance of such order, Seller shall report to Buyer the names and total compensation of each of the five most highly compensated executives for Seller for Seller's preceding completed fiscal year, if:

(i) In Seller's preceding fiscal year, 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/excomp.htm>.)

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

### 2. FAR 52.219-1 – Small Business Program Representations (NOV 2020) (US Supplier Only)

(A) Representations under definitions IAW FAR 52.219-1:

(1) 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 Seller represented itself as a small business concern in paragraph (A)(1) of this provision.) Seller represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if Seller represented itself as a small business concern in paragraph (A)(1) of this provision.) 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 Seller represented itself as a women-owned small business concern in paragraph (A)(3) of this provision.] 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. [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 Seller represented itself as a women-owned small business concern eligible under the WOSB Program in (A)(4) of this provision.] 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

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

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

(8) [Complete only if Seller represented itself as a small business concern in paragraph (A)(1) of this provision.] Seller represents, as part of its offer, that:

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

(ii) It  is,  is not a HUB Zone 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 HUB Zone small business concern participating in the HUB Zone joint venture. [Seller shall enter the names of each of the HUB Zone small business concerns participating in the HUB Zone joint venture: \_\_\_\_\_.] Each HUB Zone small business concern participating in the HUB Zone joint venture shall submit a separate signed copy of the HUB Zone representation.

(B) Definitions. As used in this provision:

- Affiliates means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors set forth at 13 CFR 121.103.
- 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.
- Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--
  - (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
    - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
    - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
  - (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
- Veteran-owned small business concern means a small business concern:

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- (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 52.222-21 – Prohibition of Segregated Facilities (APR 2015) (US Supplier Only)

(A) Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

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, sexual orientation, gender identity, 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.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

(B) 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. Seller agrees that a breach of this clause is a violation of the Equal Opportunity clause in this order.

### 4. FAR 52.222-22 – Previous Contracts and Compliance Reports (FEB 1999) (US Supplier Only)

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.



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### 5. FAR 52.222-25 – Affirmative Action Compliance (APR 1984) (US Supplier Only)

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.

### 6. FAR 52.222-26 – Equal Opportunity (SEP 2016) (US Supplier Only)

(A) Definitions.

- Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.
- Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.
- Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if—
  - (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
  - (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.
- Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).
- Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).
- 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), Seller has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, 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, Seller shall provide information necessary to determine the applicability of this clause.

(C) Seller certifies that it:

- (1) Does not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for 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.



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- (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, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
- (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 Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (5)
  - (i) Shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Seller's legal duty to furnish information.
  - (ii) Shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by—
    - (A) Incorporation into existing employee manuals or handbooks; and
    - (B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.
- (6) 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 Seller's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (7) Shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (8) Shall furnish all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Seller shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless Seller has filed within the 12 months preceding the date of order award, 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.
- (9) 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.
- (10) Shall, if the OFCCP and/or Buyer determine that 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 Seller ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended.

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### 7. FAR 52.222-35 – Equal Opportunity for Veterans (JUN 2020) (Applies to orders at or above the threshold specified in FAR 22.1303(a)) (US Supplier Only)

(A) Definitions. As used in this clause:

- Active duty wartime or campaign badge 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.
- 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.
- Protected veteran means a veteran who is protected under the non-discrimination and affirmative action provisions of 38 U.S.C. 4212; specifically, a veteran who may be classified as a “disabled veteran,” “recently separated veteran,” “active duty wartime or campaign badge veteran,” or an “Armed Forces service medal veteran,” as defined by this section.
- 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) Seller certifies that it complies with FAR 52.222-35 and as such Seller shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as “protected veteran(s)”) regarding any position for which the employee or applicant for employment is qualified. 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 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.
- (iv) Leaves of absence, sick leave, or any other leave.
- (v) Fringe benefits available by virtue of employment, whether or not administered by Seller.
- (vi) 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.
- (vii) Activities sponsored by Seller including social or recreational programs.

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- (ix) Any other term, condition, or privilege of employment.
  - (2) 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 an 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) 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 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) 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 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 Seller from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
  - (3) Whenever 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 Seller is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent orders. 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) 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 Seller's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans; and
    - (ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs.
  - (3) Seller shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., 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) Seller shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that Seller is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified protected veterans.
  - (5) Seller must, in all solicitations or advertisements for employees placed by or on behalf of Seller, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

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### 8. FAR 52.222-36 – Equal Opportunity for Workers With Disabilities (JUN 2020) (Applies to orders in excess of the threshold specified in FAR 22.1408(a)) (US Supplier Only)

(A) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, Seller shall not discriminate against any employee or applicant because of physical or mental disability. 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 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 Seller, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) 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) Seller agrees to post employment notices stating:

- (i) 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. Seller shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., 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) Seller shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that 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.

### 9. FAR 52.222-50 – Combating Trafficking in Persons (OCT 2020)

(A) Definitions. As used in this clause:

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- Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.
  - 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.
  - Commercially available off-the-shelf (COTS) item means:
    - (1) Any item of supply (including construction material) that is:
      - (I) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
      - (II) Sold in substantial quantities in the commercial marketplace; and
      - (III) Offered to the U.S. Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
    - (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
  - 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 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.
  - Recruitment fee means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee. For illustrative examples of recruitment fees, see the list provided at FAR 52.222-50(a).
  - 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.

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- Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.
- Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.
- Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.
- United States means the 50 States, the District of Columbia, and outlying areas.

(B) Policy. Buyer and the United States Government have adopted a zero tolerance policy regarding trafficking in persons. Seller certifies that it complies with FAR 52.222-50 and as such Seller and 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.
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;  
(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment—
  - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
  - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—
- (ii) The requirements of paragraphs (B)(7)(i) of this clause shall not apply to an employee who is:
  - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
  - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (iii) The requirements of paragraph (B)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. Seller shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, Seller shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (B)(7)(ii) of this clause apply.



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- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
- (C) Seller requirements. Seller further shall:
- (1) Notify its employees of:
- (i) 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. Seller shall inform 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. Buyer may consider whether 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>.
- (F) Full cooperation.
- (1) Seller shall, at a minimum:
- (i) Disclose to Buyer and the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- (ii) Provide timely and complete responses to U.S. Government auditors' and investigators' requests for documents;
- (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with U.S. Government authorities.
- (2) The requirement for full cooperation does not foreclose any Seller rights arising in law, the FAR, or the terms of the contract. It does not:



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- (i) Require Seller to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
  - (ii) Require any officer, director, owner, employee, or agent of Seller, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
  - (iii) Restrict Seller from:
    - (A) Conducting an internal investigation; or
    - (B) Defending a proceeding or dispute arising under the order or related to a potential or disclosed violation.
- (G) Compliance plan.
- (1) This paragraph (G) applies to any portion of the order that:
    - (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
    - (ii) Has an estimated value that exceeds \$550,000.
  - (2) Seller shall maintain a compliance plan during the performance of the order that is appropriate:
    - (i) To the size and complexity of the order; and
    - (ii) To the nature and scope of the activities to be performed for Buyer, including the number of non-United States citizens expected to be employed and the risk that the order or subcontract will involve services or supplies susceptible to trafficking in persons.
  - (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
    - (i) An awareness program to inform Seller employees about the U.S. Government's policy prohibiting trafficking-related activities described in paragraph (B) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
    - (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).
    - (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
    - (iv) A housing plan, if Seller intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
    - (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (B) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
  - (4) Posting.
    - (i) Seller shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on Seller's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, Seller shall provide the relevant contents of the compliance plan to each worker in writing.
    - (ii) Seller shall provide the compliance plan to Buyer upon request.
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- (5) Certification. Seller certifies to Buyer at award and annually thereafter that:
- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (B) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
  - (ii) After having conducted due diligence, either:
    - (A) To the best of Seller's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
    - (B) If abuses relating to any of the prohibited activities identified in paragraph (B) of this clause have been found, Seller or subcontractor has taken the appropriate remedial and referral actions.

**10. DFARS 252.222-7006 – Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010) (Applicable only for orders above \$1,000,000 for non-commercial items as defined by FAR 2.101) (US Supplier Only)**

- (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) Seller certifies that it complies with DFARS 252.222-7006 and as such, 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.

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.

# FAR/DFARS U.S. Supplier Certifications

Issuing date: July 2021

By executing/signing below, the supplier represents and certifies that the information provided herewith is accurate and complete as of the date recorded below. The supplier is responsible for updating this information by requesting and submitting a revised form should there be any changes from the time of submission and the next annual certification. 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 \_\_\_\_\_

E-mail \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

PRIMARY NAICS code \_\_\_\_\_

DUNS # \_\_\_\_\_

Parent DUNS # \_\_\_\_\_

If you wish to provide comments related to any of the clauses in this certification, please do so in the space provided below. Please be as specific as possible

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