



**Offeror:** ES3 must gather and maintain certain corporate information and representations and certifications from **Offerors** who provide (or intend to provide) goods and/or services in support of a U.S. Government (USG) contract. This form is intended to fulfill that purpose.

**Please complete all sections (A through D) and return this completed form to the secure mailbox at [Purchasing@ES3inc.com](mailto:Purchasing@ES3inc.com).**

*Note: This form is not all inclusive regarding any procurement. Additional IRS, Terms and Condition, Federal Flow-down, and other legal, regulatory, or tax forms may be required in order to issue an award in support of a prime or lower-tiered US Government contract.*

**Section A - Corporate Information**

**Section A - Part I: Business Contact Information**

(a) Provide Offeror’s primary performance location information:

Business Name

DBA or Division (if applicable):

Offeror’s Primary Performance Location Physical Address (Number, Street, Apt. or Suite)

City, State, Zip (Country if outside U.S.):

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

(a) Does **Offeror** have multiple performance locations in addition to the location provided above?

**Yes** or  **No**

If **Yes**, **Offeror** acknowledges and agrees to provide ES3, in **Offeror’s** proposal at the time of solicitation, with the actual performance location address applicable to each subcontract or Purchase Order issued by ES3.

**Section A - Part II: Business Information**

(a) **Offeror’s** Business Structure:

- Individual / Sole Proprietor or Single Member Corporation
- Limited Liability Company (LLC)
- Limited Liability Partnership (LLP)
- Individual/Sole Proprietor/ Independent Contractor
- Non-US Entity
- Business Trust
- Charitable Trust
- Non-Profit Organization



**Section B - Small Business Representation**

(a) Offeror represents and certifies that it is a (check only one):

- Large Business
- Large Business that can also certify as Small for specific NAICS Codes, as defined at [www.sba.gov](http://www.sba.gov).
- Non-US Entity
- Small Business, as defined at [www.sba.gov](http://www.sba.gov). Offerors representing as a Small Business must also complete the section below. If you are not a Small Business, proceed to the next section.

(b) Small Business Status

(1) The offeror represents that—

- (i) it  **is**, or  **is not** a small business concern; or
- (ii) It  **is**, or  **is not** a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*Offeror shall enter the name and unique entity identifier of each party to the joint venture:*

\_\_\_\_\_.  
[Use supplementary pages as necessary].

(c) Small Business Types and Programs

- (1) **Offeror** represents that you  **are** or  **(are not)** a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (2) **Offeror** represents that you  **are** or  **(are not)** a women-owned small business concern.
  - (3) **Offeror** represents that you  **are** or  **(are not)** a veteran-owned small business concern.
  - (4) **Offeror** represents that you  **are** or  **(are not)** a service-disabled veteran-owned small business concern.
  - (5) If Offeror represented as a small business concern above, represent whether you:
    - (i)  **are** or  **are not** a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the United States Small Business Administration (SBA), and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; **and**
    - (ii)  **are** or  **are not** a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(7)(i) of this provision is accurate for the HUBZone small business concern participating in the joint venture. **Offeror** shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_ (If you selected “Are Not HUBZone”, enter N/A)
- Each HUBZone small business concern participating in the HUBZone joint venture must provide ES3 with a separate signed copy of the HUBZone representation.

Notice Regarding Misrepresentations. Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women owned small, or women-owned small eligible under the WOSB Program in order to obtain a subcontract or Purchase Order pursuant to the Small Business Act or any other provision of Federal law, may be subject to penalties and remedies imposed by the United States Government as described below –



- (6) Be punished by imposition of fine, imprisonment, or both:
- (7) Be subject to administrative remedies, including suspension and debarment; and
- (8) Be ineligible for participation in programs conducted under the authority of the Act.

**Section C – Quality and Compliance Assertions**

**Section C – Part I: Certificates and Approvals**

(a) Offeror Quality Programs

Is **Offeror** ISO or AS Certified (check only one box):  **Yes**  **No**

If **Yes**, please indicate the following:

Specific ISO/AS Certification(s): \_\_\_\_\_

Quality Manager’s name/email: \_\_\_\_\_

Quality level: \_\_\_\_\_

Offeror hereby certifies to the adequacy of the business systems below. Please check Adequate, Inadequate, or Not Reviewed. For systems deemed Adequate or Inadequate, please list the Date of Review and Reviewing Agency (e.g. January 1, 202X, DCMA San Diego).

Business System	Adequate	Inadequate	Not Reviewed	Date/Agency (if reviewed)
Accounting System				
Estimating System				
Material Management and Accounting System				
Property Management System				
Contractor Purchasing System				
Earned Value Management System				

**Section C – Part I: Assertions**

(a) U.S. Department of State Directorate of Defense Trade Controls (“DDTC”) Registration Representation (see Code of Federal Regulations Title 22, Part 122 (22 CFR part 122) and Part 129 (22 CFR part 129))

Select only ONE of the following:

- Offeror** does not engage in the business of manufacturing, brokering or exporting defense articles or furnishing defense services.
- Offeror** engages in the business of manufacturing, brokering or exporting defense articles or furnishing defense services and Offeror has a current registration with DDTC.
- Offeror** engages in the business of manufacturing, brokering or exporting defense articles or furnishing defense services and Offeror does NOT have a current registration with DDTC.



**Offeror Representations and Certifications—Commercial Products and Commercial Services.**

If the *Offeror* has not completed the annual representations and certifications electronically in SAM.GOV, the *Offeror shall* complete paragraphs (c) through (v) of this provision. Paragraph (a) provides definitions for informational assistance in completing this form.

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**(a) Definitions.**

*As used in this provision— the following definitions apply:*

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment.

*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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

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

*Highest-level owner* means the entity that owns or controls an *immediate owner* of the *offeror*, or that owns or controls one or more entities that control an *immediate owner* of the *offeror*. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the *offeror*, that has direct control of the *offeror*. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation*, means a foreign incorporated entity that meets the definition of an *inverted domestic corporation* under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Manufactured end product* means any *end product* in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural *Supplies*;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;



- (6) PSC 9430, Miscellaneous Crude Animal *Products*, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry *Products*;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an *end product* is assembled out of *components*, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the *place of manufacture*.

*Predecessor* means an entity that is replaced by a *successor* and includes any *predecessors* of the *predecessor*.

*Reasonable inquiry* has the meaning provided in the clause 52.204-25, Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). *Restricted business operations* do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
  - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
  - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
  - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

"*Sensitive technology*"— *Sensitive technology*—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International *Emergency Economic Powers Act* (50 U.S.C. 1702(b)(3)).

*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—***

(1) Means a concern, including its *affiliates*, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this *solicitation*.

(2) *Affiliates*, as used in this definition, 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 including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*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.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another *subsidiary* of a parent corporation

*Successor* means an entity that has replaced a *predecessor* by acquiring the assets and carrying out the affairs of the *predecessor* under a new name (often through *acquisition* or merger). The term "*successor*" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the *successor* for the liabilities of the *predecessor* may vary, depending on State law and specific circumstances.

***Veteran-owned small business concern* means a *small business concern*—**

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.



*Women-owned business concern* means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

*Women-owned small business concern* means a *small business concern*—

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

*Women-owned small business (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*, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

### **(b) Annual Representations and Certifications.**

Complete representations and certifications in paragraph (c) through (v) that follow:

**(c) Offerors must complete the following representations:**

(1) *Small business concern.* The *offeror* represents as part of its *offer* that—

(i) It  is,  is not a *small business concern*; or

(ii) It  is,  is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture:* \_\_\_\_\_ .]

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

(3) *Service-disabled veteran-owned small business concern.* [ Complete only if the offeror represented itself as a *veteran-owned small business concern* in paragraph (c)(2) of this provision.] The *offeror* represents as part of its *offer* that—

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a *small business concern* in paragraph (c)(1) of this provision.] The *offeror* represents, that it  is,  is not a *small disadvantaged business concern* as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a *small business concern* in paragraph (c)(1) of this provision.] The *offeror* represents that it  is,  is not a women-owned *small business concern*.

(6) *WOSB joint venture eligible under the WOSB Program.* The *offeror* represents that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint*



venture:

.]

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.*]

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the *labor surplus areas* in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

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

(i) It  is,  is not a *HUBZone small business concern* listed, on the date of this representation, as having been certified by SBA as a *HUBZone small business concern* in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of *HUBZone* residents of 35 percent of its employees during performance of a *HUBZone contract* (see 13 CFR 126.200(e)(1)); and

(ii) It  is,  is not a *HUBZone joint venture* that complies with the requirements of 13 CFR 126.616(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.*] Each *HUBZone small business concern* participating in the *HUBZone joint venture* shall provide representation of its *HUBZone* status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs





requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.)

By submission of its *offer*, the *offeror* certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the *offeror* with respect to this contract, the *offeror shall* complete and submit, with its *offer*, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The *offeror* need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this *solicitation*.)

(1) The *Offeror* certifies that each *end product* and that each domestic *end product* listed in paragraph (f)(3) of this provision contains a *critical component*, except those listed in paragraph (f)(2) of this provision, is a domestic *end product*.

(i) The *Offeror shall* list as foreign *end products* those *end products* manufactured in the *United States* that do not qualify as domestic *end products*. For those foreign *end products* that do not consist wholly or predominantly of iron or steel or a combination of both, the *Offeror shall* also indicate whether these foreign *end products* exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(ii) The *Offeror shall* separately list the *line item numbers* of domestic *end products* that contain a *critical component* (see FAR 25.105).

(iii) The terms "*commercially available off-the-shelf (COTS) item*," "*critical component*," "*domestic end product*," "*end product*," "*foreign end product*," and "*United States*" are defined in the clause of this *solicitation* entitled "Buy American-Supplies."

(2) Foreign *End Products*:

<b>Line Item No.</b>	<b>Country of Origin</b>	<b>Exceeds 55% domestic content (yes/no)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]



(3) Domestic *end products* containing a *critical component*:

Line Item No. \_\_\_\_\_

[List as necessary]

(4) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.

(g). Buy American-Free Trade Agreements-Israeli Trade Act Certificate

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (i)

(A) The *Offeror* certifies that each *end product*, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic *end product* and that each domestic *end product* listed in paragraph (g)(1)(iv) of this provision contains a *critical component*.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian *end product*," "*commercially available off-the-shelf (COTS) item*," "*critical component*," "*domestic end product*," "*end product*," "*foreign end product*," "Free Trade Agreement country," "Free Trade Agreement country *end product*," "*Israeli end product*," and "*United States*" are defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The *Offeror* certifies that the following *supplies* are Free Trade Agreement country *end products* (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian *end products*) or Israeli *end products* as defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country *End Products* (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian *End Products*) or Israeli *End Products*:

**Line Item No.**      **Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The *Offeror shall* list those *supplies* that are foreign *end products* (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The *Offeror shall* list as other foreign *end products* those *end products* manufactured in the *United States* that do not qualify as domestic *end products*. For those foreign *end products* that do not consist wholly or predominantly of iron or steel



or a combination of both, the *Offeror shall* also indicate whether these foreign *end products* exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign *End Products*:

<b>Line Item No.</b>	<b>Country of Origin</b>	<b>Exceeds 55% domestic content (yes/no)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The *Offeror shall* list the *line item numbers* of domestic *end products* that contain a *critical component* (see FAR 25.105).

*Line Item No.* \_\_\_\_\_

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If *Alternate II* to the clause at FAR 52.225-3 is included in this *solicitation*, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The *offeror* certifies that the following *supplies* are Israeli *end products* as defined in the clause of this *solicitation* entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli *End Products*:

**Line Item No.**

_____
_____
_____



[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If *Alternate III* to the clause at 52.225-3 is included in this *solicitation*, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The *offeror* certifies that the following *supplies* are Free Trade Agreement country *end products* (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian *end products*) or Israeli *end products* as defined in the clause of this *solicitation* entitled "Buy American- Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country *End Products* (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian *End Products*) or Israeli *End Products*:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this *solicitation*.)

(i) The *offeror* certifies that each *end product*, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country *end product*, as defined in the clause of this *solicitation* entitled "Trade Agreements."

(ii) The *offeror shall* list as other *end products* those *end products* that are not U.S.-made or designated country *end products*.



Other *End Products*:

**Line Item No.**      **Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25. For *line items* covered by the WTO GPA, the Government will evaluate *offers* of U.S.- made or designated country *end products* without regard to the restrictions of the Buy American statute. The Government will consider for award only *offers* of U.S.-made or designated country *end products* unless the *Contracting Officer* determines that there are no *offers* for such *products* or that the *offers* for such *products* are insufficient to fulfill the requirements of the *solicitation*.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the *simplified acquisition threshold*.) The *offeror* certifies, to the best of its knowledge and belief, that the *offeror* and/or any of its principals—

(1)  Are,  are not presently debarred, suspended, proposed for *debarment*, or declared *ineligible* for the award of contracts by any *Federal agency*;

(2)  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 Federal, state or local government 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;

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  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 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) *Taxes are considered delinquent if both of the following criteria apply:*

(A) *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.

(B) *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.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. *Should* the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. *Should* the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

<b>Listed End Product</b>	<b>Listed Countries of Origin</b>
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(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis



of those efforts, the *offeror* certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the *solicitation* is predominantly for the *acquisition of manufactured end products.*) For statistical purposes only, the *offeror shall* indicate whether the *place of manufacture* of the *end products* it expects to provide in response to this *solicitation* is predominantly-

(1)  In the *United States* (Check this box if the total anticipated price of offered *end products* manufactured in the *United States* exceeds the total anticipated price of offered *end products* manufactured outside the *United States*); or

(2)  Outside the *United States*.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the *offeror* as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The *offeror*  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the *offeror* (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The *offeror*  does  does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the *offeror* (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the *offeror* does not certify to the conditions in paragraph (k)(1) or (k)(2) and the *Contracting Officer* did not attach a Service Contract Labor Standards wage determination to the *solicitation*, the *offeror shall* notify the *Contracting Officer* as soon as possible; and



(ii) The *Contracting Officer* may not make an award to the *offeror* if the *offeror* fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the *Contracting Officer* as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ( 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the *offeror* is required to provide this information to the SAM to be eligible for award.)

(1) All *offerors* must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) *Taxpayer Identification Number (TIN)*.

TIN:\_\_\_\_\_.

TIN has been applied for. TIN is not required because:

*Offeror* is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the *United States* and does not have an office or place of business or a fiscal paying agent in the *United States*;

*Offeror* is an agency or instrumentality of a foreign government;

*Offeror* is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26CFR1.6049-4;
- Other\_\_.

(5) *Common parent*.





Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any *restricted business operations* in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

(i) It  is,  is not an *inverted domestic corporation*; and

(ii) It  is,  is not a *subsidiary* of an *inverted domestic corporation*.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning *sensitive technology* to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any *sensitive technology* to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions *may* be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or *affiliates*, the property and interests in property of which are blocked pursuant to the International *Emergency Economic Powers Act* (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This *solicitation* includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered *products* to be supplied are designated



country end products.

(p) *Ownership or Control of Offeror.* (Applies in all *solicitations* when there is a requirement to be registered in SAM or a requirement to have a *unique entity identifier* in the *solicitation*).

(1) The *Offeror* represents that it  has or  does not have an *immediate owner*. If the *Offeror* has more than one *immediate owner* (such as a joint venture), then the *Offeror shall* respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the *Offeror* indicates "has" in paragraph (p)(1) of this provision, enter the following information:

*Immediate owner* CAGE code:\_\_\_\_\_.

*Immediate owner* legal name:\_\_\_\_\_.

(Do not use a "doing business as" name)

Is the *immediate owner* owned or controlled by another entity:  Yes or  No.

(3) If the *Offeror* indicates "yes" in paragraph (p)(2) of this provision, indicating that the *immediate owner* is owned or controlled by another entity, then enter the following information:

*Highest-level owner* CAGE code:\_\_\_\_\_.

*Highest-level owner* legal name:\_\_\_\_\_.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

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

(2) The *Offeror* represents that—

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

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



(r) *Predecessor of Offeror.* (Applies in all *solicitations* that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The *Offeror* represents that it  is or  is not a *successor* to a *predecessor* that held a Federal contract or grant within the last three years.

(2) If the *Offeror* has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all *predecessors* that held a Federal contract or grant within the last three years (if more than one *predecessor*, list in reverse chronological order):

*Predecessor* CAGE code: (or mark "Unknown").

*Predecessor* legal name: \_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all *solicitations* that require *offerors* to register in SAM (12.301(d)(1)).

(1) This representation *shall* be completed if the *Offeror* received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the *Offeror* received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror* to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The *Offeror* (itself or through its *immediate owner* or *highest-level owner*)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The *Offeror* (itself or through its *immediate owner* or *highest-level owner*)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the *Offeror's* own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the *Offeror* checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the *Offeror shall* provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u) *Internal Confidentiality Agreements – Fraud, Waste & Abuse Reporting*

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its *successor* provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement



representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (*Classified Information* Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of *classified information*.

(3) *Representation*. By submission of its *offer*, the *Offeror* represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The *Offeror* represents that—

(i) It  does,  does not provide covered telecommunications equipment or services as a part of its offered *products* or *services* to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a *reasonable inquiry* for purposes of this representation, that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

*Alternate I (Oct 2014)*. As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the *offeror* has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_ Individual/concern, other than one of the preceding.



**Certification**

By submitting this information, I am attesting to the accuracy of the information contained herein. I understand that I may be subject to penalties imposed by the United States Government if I misrepresent any of the representations or certifications herein. **Offeror** further acknowledges that ES3 shall rely on the information provided by **Offeror** herein and that if any of **Offeror's** representations herein change during the period of performance, **Offeror** shall provide immediate written notice to the ES3 representative to whom this document was originally provided.

**Section D – Certification and Signature of Offeror**

**Certification of Offeror or Offeror's Authorized Representative:**

By submitting this information, I am attesting to the accuracy of the information contained herein. I understand that I may be subject to penalties imposed by the United States Government if I misrepresent any of the representations or certifications herein. **Offeror** further acknowledges that ES3 shall rely on the information provided by **Offeror** herein and that if any of **Offeror's** representations herein change during the period of performance, **Offeror** shall provide immediate written notice to the ES3 representative to whom this document was originally provided.

\_\_\_\_\_  
Signature of **Offeror**

\_\_\_\_\_  
**Offeror** Firm/Company Name

\_\_\_\_\_  
Printed Name and Title of Above Signatory  
authorized to bind the company

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_