

**ISLAND CITY**

Section C: Federal Government Representations, Certifications and Other Statements  
Revised: June 06, 2018

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Note – “Island City Engineering LLC” or “Island City” includes any/all of the business operating divisions and subsidiaries of Island City Engineering LLC throughout this document. Any submittals or notifications required by this Section C shall be made to the appropriate division or subsidiary from which you have received a purchase order for materials to be used in support of a U.S. Government contract.

The following clauses of the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation (DFAR) are material representations of fact upon which Island City Engineering LLC will rely in making awards to suppliers. BY SUBMITTING ITS WRITTEN OFFER, OR PROVIDING ORAL OFFERS/QUOTATIONS AT THE REQUEST OF ISLAND CITY ENGINEERING LLC, OR ACCEPTING ANY CONTRACT, THE SUPPLIER CERTIFIES TO THE REPRESENTATIONS AND CERTIFICATIONS AS SET FORTH BELOW. These representations and certifications shall apply whenever a Government quotation, request for quotation or purchase order is issued. Supplier shall notify Island City Engineering LLC immediately of any change of status or exceptions with regard to these representations and certifications. Island City will issue updates to the FAR and DFAR regulations periodically as necessary. It is your responsibility to notify Island City Engineering LLC promptly should your status with respect to any of the Representations or Certifications change.

If you are supplying a “commercial item”, as defined in FAR 2.101, Section I (Commercial Section) applies to the purchase order. If you are not supplying a commercial item, Section II (Government Item) applies.

The following clauses of the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation (DFAR) are incorporated herein by reference, with the same force and effect as if they were given in full text and are applicable to any order, agreement or subcontract.

## FEDERAL GOVERNMENT REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

### SECTION I COMMERCIAL ITEMS

#### Commercial Items

As a supplier of commercial items, I certify that in accordance with FAR 52.244-6 – Subcontracts for Commercial Items (**APR 2015**), I am in compliance with the following FAR requirements:

- 1) 52.222-26, Equal Opportunity (E.O. 11246) (APR 2015)
- 2) 52.222-35, Equal Opportunity for Veterans (38 U.S.C. 4212(a)) (SEPT 2010)
- 3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793) (OCT 2010)
- 4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. Appx. 1241 and 10 U.S.C. 2631 (FEB 2006)
- 5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)) (OCT 2014)
- 6) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (EO 13496), if the Contract exceeds \$10,000 and will be performed wholly or partially in the U.S. I also certify my understanding that the Secretary of Labor through Island City may take action against me for non-compliance, including the possible imposition of sanctions.
- 7) 52.203-13, Contractor Code of Business Ethics and Conduct, 41 U.S.C. 25 (APR 2010), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days.
- 8) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. 7104(g)).
- 9) 52.204-21, **Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)**
- 10) **52,222-60, Paycheck Transparency )(Executive Order 13673) (OCT 2016), if the subcontract exceeds \$500,000**
- 11) **52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017)**
- 12) **52.225-26, Contractors Performing Private Security Functions Outside the U.S. (OCT 2016)**

As a subcontractor for Department of Defense (DoD) commercial items, I certify that in accordance with DFARS 252.244-7000, Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (**JUN 2013**), I am in compliance with the following DFAR requirements:

- 1) 252.225-7009, Preference for Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)
- 2) 252.247-7023, Transportation of Supplies by Sea (10 U.S.C. 2631) (APR 2014)
- 3) 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631) (MAR 2000)
- 4) DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)
- 5) DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)

**FEDERAL GOVERNMENT REPRESENTATIONS, CERTIFICATIONS,  
AND OTHER STATEMENTS**

**SECTION II  
GOVERNMENT ITEMS**

**Certificate of Independent Price Determination (APR 1985) FAR 52.203-2**

I certify that my business organization is in compliance with the applicable provisions of FAR 52.203-2.

FAR 52.203-2 provides in part:

The offeror certifies that the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer; or (iii) the methods of factors used to calculate the prices offered;

The offeror certifies that the prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

The offeror certifies that no attempt has been made or will be made the offeror to induce any other concern to submit or not submit an offer for the purpose of restricting competition.

**Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2007) FAR 52.203-11** (Applicable for awards in excess of \$150,000)

I certify that, to the best of my knowledge and belief on or after December 23, 1989; (i) no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract. ; (ii) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and; (iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

**Certification Regarding Responsibility Matters (APRIL 2010) FAR 52.209-5**

I certify, to the best of my knowledge and belief my business organization or any of its principals: are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and have not, within a 3-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, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this paragraph of this certification.

I have not, within a 3-year period preceding this Purchase Offer been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which liability remains unsatisfied.

"Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

**Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) FAR 52.209-6.**  
(Applicable to POs in excess of \$30,000.)

I agree that my company shall notify Island City Engineering LLC, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). I agree that this notice shall include the following:

- (1) The name of the subcontractor.
- (2) My Company's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures my company has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**Public Law 95-507**

Island City Engineering LLC does a certain amount of business with the Federal Government and, therefore, must comply with Public Law 95-507 in identifying our suppliers and vendors and in notifying you that you may be subject to the requirements of PL 95-507 and current implementing regulations. Further, if required by the Federal Government we will release the names of our suppliers and vendors to the Contracting Officer.

You agree to comply with the requirements of PL 95-507, including if applicable, the establishment and conduct of a program which will enable small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, small business concerns owned and controlled by women, small business concerns owned and controlled

by veterans and small business concerns owned and controlled by service-disabled veterans to be considered fairly as your subcontractors and suppliers.

**Small Business Program Representation (OCT 2014) FAR 52.219-1**

The offeror will certify annually, at the request of Island City Engineering LLC, whether it is a large business concern, small business concern, a small disadvantaged business concern, a woman-owned small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, or a HUBZone small business concern.

For the purposes of this certification the following definition applies:

"Small business concern," as used in this document, 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," as used in this provision, means a small business concern owned and controlled by individuals who are both socially and economically disadvantaged, as defined in regulations prescribed by the U.S. Small Business Administration at 13 CFR 124.1002.

"Women-owned small business concern," as used in this provision, means a small business concern (1) 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 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.

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration on the date of representation, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126.

"Veteran-owned small business concern" means a small business concern (1) which is not less than 51% owned and controlled by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock is owned by one more or more veterans; and (2) whose management and daily business operations are controlled by one or more veterans.

"Service-disabled veteran-owned small business concern" means a small business concern (1) which is not less than 51 percent 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 (2) whose management and daily business operations are controlled by one or more service-disabled veterans. 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).

The offeror represents and certifies that business class information provided is true and understands that whoever for the purpose of securing a contract or subcontracts under subsection (a) of Section 1207 of Public Law 99-661 misrepresents the status of any concern or person as a small business concern owned and controlled by a minority or woman shall (i) be punished by imposition of a fine,

imprisonment, or both; (ii) be subject to administrative remedies including suspension and disbarment; and (iii) be ineligible for participation in programs conducted under the authority of the Small Business Act.

**Utilization of Small Business Concerns** (Applicable if purchases exceed the Simplified Acquisition Threshold)

It is the policy of the United States that small business concerns, small disadvantaged business concerns, HUBZone small business concerns, women-owned small business concerns, veteran-owned small business concerns and service-disabled small business concerns shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal Agency.

I hereby agree to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of the contract. I further agree to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of the Contractor's compliance with this article.

**Certification of Eligibility (FEB 1988) FAR 52.222-15**

I hereby certify that neither my business organization nor any person or firm who has an interest in it is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1); and no part of this Purchase Order shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**Service Contract Act of 1965 (MAY 2014) FAR 52.222-41**

I hereby certify that neither my business organization nor any person or firm who has an interest in it is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under Section 5 of the Service Contract Act; and no part of this Purchase Order shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of the sanctions imposed under Section 5 of the Service Contract Act.

**Prohibition of Segregated Facilities (APR 2015) FAR 52.222-21**

“Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

I represent that my business organization does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause of this contract.

The subcontractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**Previous Contracts and Compliance Reports (FEB 1999) FAR 52.222-22**

I represent that my business organization has participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; and that my business organization has filed all required compliance reports; and Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**Affirmative Action Compliance (APR 1984) FAR 52.222-25**

I represent that my business organization has developed and has 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).

**Equal Opportunity 52.222-26 (APR 2015)**

I hereby certify that my business organization is in compliance with FAR 52.222-26 (Apr 2015), paragraphs (c)(1) through (c)(11).

Equal Employment Opportunity Reporting Requirements - I certify that my business organization will complete and file Government Standard Form 100, Equal Employment Opportunity Employer Information Report EE0-1, in accordance with the instructions contained herein.

Certification of Equal Employment Compliance - I certify that, up to the date of this offer, no written notice (such as a show cause letter, a letter indicating probable cause, or any other formal written notification citing specific deficiencies) has been received by my business organization, from any Federal Government agency or representative thereof, that it or any of its divisions or affiliates or known first-tier subcontractors is in violation of any of the provisions of Executive Order No. 11246 of September 24, 1965, Executive Order No. 11375 of October 13, 1967, or rules and regulations of the Secretary of Labor (41 CFR, Chapter 60), specifically, as to not having an acceptable affirmative action program or being in noncompliance with any other aspect of the Equal Employment Opportunity Program. It is further agreed that should there be any change in the status of circumstances, the Government Contracting Officer will be notified promptly.

Agreement, Certification and Representation. Seller agrees that, in the performance of any subcontract(s) or purchase order(s) which may be in effect between Seller and Buyer or any of its operating companies or subsidiaries Seller will comply with the applicable provisions of the foregoing governmental requirements relating to equal employment opportunity, and that acceptance of a Government quotation, request for quotation or purchase order shall operate to incorporate all such applicable provisions in any subcontract(s) or purchase order(s) which may be in effect between Seller and Buyer or any of its operating companies or subsidiaries.

Equal Opportunity. The Seller certifies and represents that he has participated in a previous contract or subcontract subject to the Equal Opportunity clause herein or the clause originally

contained in Section 204 of Executive Order 11246 and has filed the annual Equal Opportunity Information Report EE0-1 and all other required reports (See 41 CFR 60-1.7), or will file Equal Opportunity Information Report EE0-1 when required.

**Supplies to be Accorded Duty-Free Entry (JUN 2012) DFARS 252.225-7013.**

In accordance with paragraph (c) of the Duty-Free Entry clause (OCT 2010) (FAR 52.225-8), in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements-Balance of Payments Program clause [DFAR 252.225-7036 (OCT 2011)] or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), supplier will furnish to Island City Engineering LLC a list of foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and non-qualifying country components that are accorded duty-free entry.

**Representation of Extent of Transportation of Supplies by Sea (AUG 1992) DFARS 252.247-7022.**

I represent that my business organization does not anticipate that supplies, as defined in the clause at 252.247-7023, (APR 2014) Transportation of Supplies by Sea (TSS), will be transported by sea in the performance of any contract or subcontract resulting in this purchase order.

**Notification of Transportation of Supplies by Sea DFARS 252.247-7024 (MAR 2000).**

If, after the award of purchase order, the subcontractor should learn that supplies will be transported by sea, the subcontractor shall notify Island City Engineering LLC of the fact that transportation by sea will be used and hereby agrees to comply with all the terms and conditions of the clause at 252.247-7023 (APR 2014), entitled "Transportation of Supplies by Sea", contained in this purchase order. The subcontractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder.

**Qualified Products List (OPL)**

I certify that if my business furnishes supplies and services which are currently included on the U.S. Government's Qualified Products List, I will notify Island City Engineering LLC immediately should its status with respect to the QPL change. I understand that Island City Engineering LLC's purchase of supplies or services under the QPL system from a supplier who is no longer on the QPL may expose Island City Engineering LLC to Government imposed penalties or damages. My business organization will indemnify Island City Engineering LLC for any such penalties or damages suffered as a result of the failure to notify Island City Engineering LLC of a change in my business organization's QPL status.

**Export Controls**

The Supplier acknowledges that the data/information/confidential information provided by Island City Engineering LLC is subject to the export control laws and regulations of the United States, including without limitation the Export Administration Regulations, 15 C.F.R. Parts 730 to 774; the International Traffic in Arms Regulations, 22 C.F.R. Parts 120 to 130; and the various sanctions regulations codified at 31 C.F.R. Chapter V and elsewhere. The Supplier hereby agrees that it will not export nor re-export the Confidential Information (including disclosure to foreign nationals located in the United States) except in compliance with all applicable U.S. export laws and regulations.



**Supplier Representation Concerning Representations, Certifications and Other Statements**

I certify that, if any changes in my responses to the above representations and certification occur, I will immediately notify Island City Engineering LLC, in writing, of the precise change in circumstances and the representation(s), certification(s) or other statement(s) affected by this change. I further represent that these representations, certifications and other statements may be deemed by Island City to be accurate and current unless I provide such written notice of any change or changes.

BY SUBMITTING ITS WRITTEN OFFER, OR PROVIDING ORAL OFFERS/QUOTATIONS AT THE REQUEST OF ISLAND CITY ENGINEERING LLC, OR ACCEPTING ANY CONTRACT, THE SUPPLIER CERTIFIES TO THE REPRESENTATIONS AND CERTIFICATIONS AS SET FORTH IN THIS DOCUMENT.

I, \_\_\_\_\_ am duly authorized to enter into this agreement representing, \_\_\_\_\_  
Located at, \_\_\_\_\_.

Signature \_\_\_\_\_

Title \_\_\_\_\_

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