



Mission Support Alliance Provision

SPECIAL PROVISIONS - CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS

SP-16 REV. 0 08/24/09

These Contractor Representations and Certifications must be completed, submitted and renewed as requested by the Buyer. **This representation is a continuing representation. Contractor is obligated to disclose to Buyer any change that would nullify or otherwise affect said representation.**

1. Signer is authorized to represent the Contractor in all matters related to pricing, terms and conditions, conduct of business, and buyer seller relationships between Contractor and Buyer.
2. Signer certifies on behalf of the Contractor that all statements herein and explanatory documentation provided are current and accurate. Qualifying comments must include an explanation sufficient to allow a meaningful evaluation of the potential effect on this action. Additional documentation demonstrating compliance must be provided on request.
3. Contractor is an independent business concern free to enter into a binding agreement or contract with Buyer without any restrictions from another business entity or parent company. If otherwise, Contractor must identify the parent company or controlling entity. An "independent business concern" is defined in the Revised Code of Washington (RCW) 50.04.140.
4. Prices have been arrived at independently, and without consultation, communication, agreement, or condition that relates to this action by any other contractor or competitor in violation of antitrust or fair trade/anti-competitive laws. The Contractor has not, and will not, disclose offered prices to any other contractor or competitor prior to award of a resulting contract or cancellation of a solicitation. Contractor has not attempted to induce any other person or firm to submit, or not submit, an offer in response to this action. Contractor warrants that the prices offered do not exceed those currently offered to any other customer for the same or similar quantities of the same or similar goods or services.
5. No person or company, other than Contractor's employee(s) or affiliate firms, has/have been paid to solicit or obtain this Contract nor has any agreement been made to pay a person or company a commission, fee, or any form of compensation contingent upon award of this Contract.
6. Contractor complies with all requirements of Federal and State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities.
7. Contractor complies with all applicable reporting and affirmative action program requirements of Federal Executive Order (E.O.) 11246 and the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).
8. Neither Contractor nor any of its principals: (a) are presently debarred, suspended, proposed for debarment, or ineligible for the award of contracts by any Federal agency; (b) have, within a 3-year period preceding this date, 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 government) contract or subcontract; been in violation of Federal or state antitrust statutes relating to the submission of offers; or been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or



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been indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in (b) above.

9. Contractor has not, within a 3-year period preceding this date, had one or more contracts terminated for default by any Federal agency.
10. When the principle purpose of this contract is to provide services to the Buyer, Contractor agrees to comply with the provisions of the Federal Service Contract Act (SCA), P.L. 89-286, 41 U.S. Code 351, as amended, or applicable rulings and regulations of the U. S. Secretary of Labor, for services to be performed by categories of workers identified in the SCA.
11. Any facility utilized in the performance of this contract has not been listed on the Environmental Protection Agency List of Violating Facilities as provided in the Federal Clean Air Act, or Clean Water Act, as respectively amended.
12. The Contractor certifies that all employees assigned to work on Buyer's premises or the Hanford Site are not under the influence of controlled substances, drugs or alcohol. Contractor agrees to testing of assigned employees under the Buyer's program for controlled substances. Sole proprietors shall self certify and are subject to testing requirements as well.
13. Products offered are domestic end products as defined in the Buy American Act, 41 U.S.C. 10, as amended. Contractor shall identify that/those product(s) in its offer along with the country of origin, which are of foreign origin, as defined in the Act.
14. Contractor certifies that it has not (a) provided, attempted or offered to provide; (b) solicited, accepted or attempted to accept; or (c) included, directly or indirectly, the amount of any kickback as defined by 41 U.S.C. Sections 51-58 with respect to this action.
15. Contractor certifies that, to the best of its knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to this Contract; and bear on whether Contractor has a possible conflict of interest with respect to (a) being able to render impartial, technically sound, and objective assistance or advice; or (b) being given unfair competitive advantage.
16. Contractor agrees to submit and maintain an accurate Vendor Registration Form (www.hanford.gov/pmm/) including Contractor's proper legal name, tax status and business description as defined by the Small Business Administration (www.sba.gov) and in the in Federal Small Business Act (P.L. 85-536).
17. Based on NAICS code identified by the Buyer for this action, Contractor's business is classified by Small Business Administration standards as Large ____ Other _____

These certification statements concern matters within the jurisdiction of an agency of the United States. Making a false, fictitious, or fraudulent certification may render Contractor subject to prosecution under Section 1001, Title 18, United States Code (Criminal Code). The Buyer may withhold an award or terminate a contract based on any negative responses to the certifications above and/or Contractor's failure to adequately describe the conditions of the response.



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Contractor agrees that the certifications and conditions provided herein are a material and binding part of, and are hereby incorporated by reference into, any offer and resulting contract with Buyer for which these Representations and Certifications are submitted unless specifically excluded and agreed by Buyer in the Contract. Contractor agrees to update and resubmit to the Buyer if any change occurs that would nullify or otherwise affect said representation.

Contractor	Tax ID
Authorized Representative	Title
Signature	Date
Internet Homepage Address	Email address