

**CH2M HILL PLATEAU REMEDIATION COMPANY
CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS
SP-16 REV. 5, 7/18/2013**

Purpose and Effect

These Contractor Representations and Certifications must be completed as a precondition for consideration of contract award. Any comment qualifying or conditioning a Representation or Certification may preclude further consideration for contract award.

Continuing Obligation

The Contractor may be required to confirm the accuracy of any Representation or Certification. The Representations and Certifications constitute a continuing obligation on behalf of the Contractor. The **Contractor** is obligated to disclose to CH2M Hill Plateau Remediation Company (CHPRC) any fact which reasonably interpreted, would result in a material change to the Contractor's response to a Representation or Certification ("Fact") and Contractor shall provide a revised response to the affected Representation or Certification. Disclosure shall be made to the CHPRC Contract Specialist within ten business days of the date the Contractor knows, or through exercise of reasonable diligence, should have known, of the Fact.

Contractor Certifies and Represents:

1. All statements herein, including explanatory documentation are current and accurate.
2. Contractor is an independent business concern free to enter into a binding agreement or contract with CHPRC 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.
3. 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.
4. Contractor has not disclosed offered prices to any other contractor or competitor prior to award of a resulting contract or cancellation of a solicitation.
5. Contractor has not attempted to induce any other person or firm to submit, or not submit, an offer in response to this action.
6. 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 under similar circumstances.
7. 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.
8. Contractor has not
 - a. provided, attempted or offered to provide any kickback; or
 - b. solicited, accepted or attempted to accept any kickback; 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.

9. 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.
10. Contractor has implemented a Code of Business Conduct and Ethics Policy consistent with the requirements of FAR part 3.1 and regulations associated with government funded contracts including the Procurement Integrity Act, Anti-Kickback Act, False Claims Act, and avoidance of conflict of interests – both organizational and personal.
11. Employment Eligibility is being verified using the E-Verify program in accordance with FAR 52.222-54, for all employees directly performing work under this contract.
<http://www.dhs.gov/e-verify>
12. 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. are listed on the government Excluded Parties Lists System (www.sam.gov)
 - c. 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 or been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or been indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above.
 - d. are ineligible to be awarded government contracts by action of the DOL in accordance with section 3(a) of the Davis Bacon Act or 29CFR (a)(1).
13. Contractor has not, within a 3-year period preceding this date, had one or more contracts terminated for default by any federal agency.
14. 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.
15. Except those product(s) identified in its offer along with the country of origin, which are of foreign origin, as defined in the Act, all products offered are domestic end products as defined in the Buy American Act, 41 U.S.C. 10, as amended.
16. 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
17. Contractor complies with all applicable equal employment opportunity 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).

18. When the principle purpose of this contract is to provide services to CHPRC, Contractor is knowledgeable about the requirements of, and will 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. Blanket Wage Determinations (BWD) 05-2569 and 05-2570 are applicable to work performed on the Hanford Site and adjacent area by service occupations identified in the BWD. <http://www.dol.gov/compliance/laws/comp-sca.htm>
19. The Contractor certifies that all employees assigned to work on CHPRC’s premises or the Hanford Site will not be under the influence of controlled substances, drugs or alcohol. Contractor agrees to controlled substance testing of assigned employees under standards set by DOE and CHPRC. Sole proprietors shall self-certify and are subject to testing requirements as well.
20. Contractor will be satisfactorily registered in the following systems prior to award.
 - a. CHPRC Vendor database <https://www5.hanford.gov/vendreg/>
 - b. The US System for Award Management (SAM) www.sam.gov
21. Based on NAICS code identified by CHPRC for this action, Contractor’s business is classified by Small Business Administration www.sba.gov as follows :

Large or other type of business: _____

or

Small business Classification(s): _____

[claim all that are applicable]

(**SB** – small, **SDB** – disadvantaged , **SWOB**- woman owned, **SVOB** – veteran owned, **SDVO** – service disabled veteran owned, **HUB** – HUBZone business certified by SBA)

NAICS Code: _____ Applicable SBA size standard: _____

22. Certification:

The foregoing statements concern matters within the jurisdiction of an agency of the United States. Making a false, fictitious, or fraudulent statement may render Contractor subject to prosecution under Section 1001, Title 18, United States Code (Criminal Code).

Contractor recognizes and agrees that CHPRC may withhold an award or terminate for default a contract based on CHPRC’s determination that the representations above are inadequate, false or misleading.

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

Contractor	Tax ID: DUNS Number:
Legal Business Address	
Internet Homepage Address	Email address
Authorized Representative	Title
Signature	Date

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 CHPRC