

OFFEROR CERTIFICATIONS AND REPRESENTATIONS

FOR ELECTRIC BOAT USE ONLY		
Vendor ID: _____	Prime Contract No.: _____	PO No. / Supp. (If Awarded): _____
PO / Supp. _____	PO / Supp. _____	
Award Date: _____	Amount: _____	Buyer No. _____

ELECTRIC BOAT'S RFP / RFQ NO. _____

OFFEROR'S PROPOSAL / QUOTE NO. _____

OFFEROR INSTRUCTIONS:

Check which applies –

PART OF SUPPLIER PROPOSAL: All Offerors responding to an Electric Boat (EB) RFP/RFQ must provide the RFP/RFQ and Proposal/Quote numbers above, complete sections 1 and 2, and sign in Section 3 prior to, and as a condition precedent to any EB subcontract award. The representations and certifications made herein shall form a part of, and shall be incorporated into any resultant subcontract awarded by EB related to the RFP / RFQ.

SUPPLIER UPDATE FOLLOWING SUBCONTRACT AWARD: All Offerors who have previously submitted this representations and certifications form in response to an RFP/RFQ and (a) have been requested by EB to provide an updated form **OR** (b) are providing their update pursuant to the requirement below to update within 30 days following the end of their fiscal year, must complete sections 1 and 2.XVIII and sign in Section 3.

THE OFFEROR AGREES TO PROMPTLY NOTIFY EB IN WRITING OF ANY CHANGES TO THE INFORMATION PROVIDED BY OFFEROR HEREIN.

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THE OFFEROR AGREES TO PROVIDE AN UPDATED FORM WITH SECTION 1, "OFFEROR INFORMATION", SECTION 2.XVIII, "EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS" AND SECTION 3 COMPLETED WITHIN THIRTY (30) DAYS FOLLOWING THE END OF OFFEROR'S CURRENT FISCAL YEAR OR UPON WRITTEN REQUEST FROM EB.

Section 1: OFFEROR INFORMATION

1. Legal Entity Name:

DBA or Division (if applicable):

2. Principal Physical Address (Number, Street):

City (Town), State & Postal Code (Full 9 Digits Required for U.S. Zip Codes – see www.usps.com):

Country:

Email & Point of Contact:

Telephone:

Facsimile:

3. Description of Products and/or Services:

4. Primary Performance Address (Number, Street) (for work proposed to be performed hereunder):

City (Town), State & Postal Code (Full 9 Digits Required for U.S. Zip Codes – see www.usps.com):

Country:

POC Email:

Telephone:

Facsimile:

Section 2: OFFEROR REPRESENTATIONS AND CERTIFICATIONS

I. Certification Regarding Exceptions:

Technical –

- NO EXCEPTIONS - Offeror certifies that it takes NO exceptions to the technical requirements of EB’s RFQ / RFP referenced above; and that its quotation / proposal is in strict conformance with the technical requirements of the RFQ / RFP.
EXCEPTIONS - Offeror has taken exceptions to certain of the technical requirements set forth in the RFQ / RFP. Such technical exceptions are set forth in writing in _____ section of Offeror’s quotation / proposal. All other technical requirements set forth in the RFQ / RFP to which Offeror has not taken exception are accepted “as-is” without alteration / modification.

Contractual –

- NO EXCEPTIONS - Offeror certifies that it takes NO exceptions to the contractual requirements of EB’s RFQ / RFP referenced above, including the terms and conditions of purchase that are referenced therein; and that its quotation / proposal is in strict conformance with the contractual requirements and terms and conditions.
EXCEPTIONS - Offeror has taken exceptions to certain of the contractual requirements or terms and conditions set forth in the RFQ / RFP. Such exceptions are set forth in writing in _____ section of Offeror’s quotation / proposal. All other contractual requirements and terms and conditions to which Offeror has not taken exception in writing are accepted “as-is” without alteration / modification.

II. DUNS NUMBERS / CAGE CODE

Offeror’s Data Universal Numbering System (DUNS) Number is _____ - _____ - _____ (NOTE: To do business with EB, Offeror will need to obtain and provide a DUNS number. Offeror can request a DUNS number by calling 1-866-705-5711.)

Offeror’s Parent Company DUNS Number is _____ - _____ - _____

Offeror is [] (is not []) registered with the U.S. Government’s Central Contractor Registration (CCR) database / SAM.

If available, the Subcontractor’s Commercial and Government Entity (CAGE) or NATO Commercial And Government Entity (NCAGE) Code is as follows:

[] CAGE Code: _____ [] NCAGE Code: _____

III. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (Based from FAR 52.203-2 (APR 1985))

The offeror makes the following certification if a firm-fixed-price contract or fixed-price contract with economic price adjustment contract is contemplated.

- (a) The offeror certifies that -
(1) 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 bidder, offeror, or competitor relating to -
i. those prices;
ii. the intention to submit an offer; or
iii. the methods or factors used to calculate the prices offered.
(2) 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
(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
(b) Each signature on the offer and this certification is considered to be a certification by the signatory that the signatory -
(1) Is the person in the Offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
(2)
i. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the Offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror’s organization];
ii. As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
iii. As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
(c) If the Offeror deletes or modifies subparagraph (a)(2) of this provision, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

IV. PRICING BASIS

Check all that apply:

- Pricing is on an individual line item basis and Offeror will accept an order for any or all of the line items at the prices quoted.
- Pricing is on a total order basis and Offeror will only accept an order for all of the line items quoted.
- Pricing is on an individual item basis, but Offeror will extend an additional discount of ____ % if all of the items in the quotation are ordered.
- Other: _____

V. USE OF GOVERNMENT-OWNED FACILITIES, EQUIPMENT AND PROPERTY / GOVERNMENT APPROVED PROPERTY CONTROL SYSTEM

A. Offeror certifies that U.S. Government-owned facilities, equipment, Will Will not be used in the performance of work or property covered by this RFQ / RFP or the resultant PO. If they will, detailed information regarding the facilities, equipment and property required or involved is to be included in Offeror's quotation / proposal.

B. Offeror certifies that it Has Does not have a U.S. Government approved property control system. If the Offeror has a U.S. Government approved property control system, with its proposal / quote, Offeror shall forward to EB a copy of the approval letter from the U.S. Government agency granting the approval.

VI. COMMERCIAL ITEM CERTIFICATION

By checking this box, Offeror certifies that [] all items or services offered to be delivered / provided in response to this RFP / RFQ or [] those items listed in the space provided below are "commercial items" as defined at FAR 2.101. Offeror has submitted with its quotation / proposal a detailed explanation showing how the Offeror's items or services meet the definition of "commercial items" set forth in FAR 2.101 along with sufficient objective evidence. Items meeting the FAR 2.101 definition of "commercial items" are as follows:

VII. OFFEROR'S SUBCONTRACTORS

The Offeror understands and agrees that it may not award any subcontracts under any EB awarded subcontract to any domestic or foreign entity that is debarred, suspended, proposed for debarment or otherwise ineligible to receive a U.S. Government contract or subcontract without the express written consent of EB and EB's customer.

The Offeror:

- Will Will not be subcontracting to entities located outside of the U.S. or its outlying areas.
- Will Will not have subcontracts over \$500,000 in value.

If either the preceding answers are "Will", provide the information below for each such subcontractor (attach addl. pages as needed):

Name / Country of Prospective Subcontractor	Goods or Services	Est. Subcontract Award Amount \$	Competitive?	
			Yes	No

VIII. PERFORMANCE LOCATION(S)

Will any part of the proposed work be performed outside the U.S. (e.g. goods originating from outside the U.S. or services performed outside the U.S.)?

- Yes No

If Yes, provide the names of the countries where the work will be performed or from which the goods will originate: _____

If any part of the work proposed by Offeror is intended to be performed outside the U.S. or Canada exceeds \$500,000 in value, could such portion of the work be performed inside the U.S. or Canada?

- Yes No

If No, explain: _____

If Yes, provide alternative company names, where the work would be performed by such companies and the estimated cost associated with using such companies: _____

IX. DFARS 252.225-7000, BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM CERTIFICATE

(a) *Definitions.* Refer to definitions of terms as found in DFARS 252.225-7001.

(b) *Certifications and identification of country of origin.*

- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the Offeror certifies that—
 - (i) Each end product, except those listed in paragraphs (b)(2) or (3) of this provision, is a domestic end product; and
 - (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Description</u>	<u>Country of Origin</u>
_____	_____	_____
_____	_____	_____

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

<u>Line Item Number</u>	<u>Description</u>	<u>Country of Origin</u>
_____	_____	_____
_____	_____	_____

X. PREFERENCE FOR DOMESTIC SPECIALTY METALS

The Offeror certifies that it **Has** **Has not** read the applicable version of the following clauses as set forth in EB’s RFQ / RFP; and, The Offeror certifies that it **Will** **Will not** comply with the requirements of such clauses.

- DFARS 252.225-7014, Preference for Domestic Specialty Metals & Alt I (DEV 2008-O0002)
- DFARS 252.225-7008 Restriction on Acquisition of Specialty Metals
- DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals

XI. AUDIT OF OFFEROR COST OR PRICING DATA

The Offeror:

- Agrees** **Does not agree** to allow EB to perform an audit of Offeror’s proposal to establish price reasonableness in accordance with the FAR
- Agrees** **Does not agree** to allow the U.S. Government or its representative to perform an audit of Offeror’s proposal to establish price reasonableness in accordance with FAR Part 15.

XII. FAR 52.203-11 — CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

Offeror hereby certifies that he or she has read and understands (a) – (e), below.

(a) Definitions. As used in this provision—“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of the solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of the solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. 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 its behalf in connection with the awarding of a subcontract or Purchase Order, or the prime contract it is awarded under.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Offeror with respect to a subcontract or Purchase Order, or the prime contract it is awarded under, Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Offeror need not report regularly employed officers or employees of Offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into a subcontract or Purchase Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under FAR 52.203-11 or who fails to file or amend the disclosure required to be filed or amended by FAR 52.203-11, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

XIII. FAR 52.209-5 — CERTIFICATION REGARDING RESPONSIBILITY MATTERS

Read each provision, below, and check the appropriate box where required.

(a) (1) Offeror certifies, to the best of its knowledge and belief, that –

(i) Offeror and/or any of its Principals –

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

(B) **Have** **Have not**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating

- Federal criminal tax laws, or receiving stolen property (if Offeror checks "have", see also FAR 52.209-7);
- (C) **Are** **Are not** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
- (D) **Have** **Have not**, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples:

- (i) The taxpayer has received a statutory notice of deficiency, under Internal Revenue Code (I.R.C.) section 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.
- (ii) 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. section 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.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. section 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.
- (iv) 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).

(ii) Offeror:

- Has** **Has not** within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal" for the purposes of this certification, means officer; director; owner; partner; and, or a person 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 Pursuant to 18 U.S.C. 1001.

- (b) Offeror shall provide immediate written notice to EB if, at any time prior to subcontract or Purchase Order award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under a solicitation. However, the certification will be considered in connection with a determination of Offeror's responsibility. Failure of Offeror to furnish a certification or provide such additional information as requested by EB may render Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that Offeror knowingly rendered an erroneous certification, in addition to other remedies available to EB, EB may terminate the subcontract or Purchase Order resulting from a solicitation for default.

XIV. FAR 52.209-7 (FEB 2012) — INFORMATION REGARDING RESPONSIBILITY MATTERS

Read each provision, below, and check the appropriate box where required:

(a) Definitions:

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) Offeror:

- Has** **Does not have** current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If Offeror checked "has" in paragraph (b) of this provision, Offeror represents that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this form with regard to the following information:

(1) Whether Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether Offeror has provided the requested information with regard to each occurrence.

(d) Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

XV. FAR 52.222-22 (FEB 1999) — PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

Offeror represents that:

It **Has** **Has not** participated in a previous contract or subcontract subject to the Equal Opportunity clause of a solicitation;

It **Has** **Has not** filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed OFFERORS, will be obtained before subcontract or Purchase Order awards.

XVI. FAR 52.222-25 (APR 1984) — AFFIRMATIVE ACTION COMPLIANCE

Offeror represents that:

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

It **Has not** previously had contracts or subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

XVII. SMALL BUSINESS PROGRAM REPRESENTATIONS

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

- Large business
- Small business

If a small business concern, Offeror represents and certifies that it falls into the following small business categories as defined in the FAR and DFARS (check all that apply):

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Woman-owned (W) | <input type="checkbox"/> Disadvantaged (D) | <input type="checkbox"/> Veteran-owned (V) | <input type="checkbox"/> Service Disabled Veteran-owned (S) |
| <input type="checkbox"/> Native American Indian Owned | <input type="checkbox"/> HUB Zone located | <input type="checkbox"/> Historical Black College / Minority Institution (D) | |
| <input type="checkbox"/> Alaska Native Corporation | <input type="checkbox"/> Native Hawaiian SB Concern | <input type="checkbox"/> Workshop approved by the Committee for Purchase from People Who are Blind or Severely Disabled | |

NOTICE: In accordance with FAR 52.219-9 (e), Offeror is hereby notified that there are penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract under a U.S. Government contract.

XVIII. FAR 52.204-10 – REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

If a subcontract or Purchase Order award to Offeror has an expected value of \$25,000 or more in support of a prime contract, EB must, subject to certain exceptions, gather and publicly report information regarding the award in accordance with FAR 52.204-10.

BY EXECUTION HEREOF, THE OFFEROR ACKNOWLEDGES AND AGREES TO EB'S PUBLIC REPORTING OF THE INFORMATION PROVIDED BY OFFEROR HEREIN AS WELL AS THE OTHER INFORMATION REQUIRED TO BE REPORTED PURSUANT TO FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS.

(a) **Total Compensation of Subcontractor's Executives:**

(1) Definitions. As used in this provision—

“Executive” means officers, managing partners, or any other employees in management positions of Offeror.

“First-tier subcontract” means a subcontract or Purchase Order awarded directly by EB to Offeror to furnish supplies or services (including construction) for performance of a prime contract.

“Total Compensation” means the cash and noncash dollar value earned by the Executive during Offeror's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(i) Salary and bonus.

(ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation..

(iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives, and are available generally to all salaried employees.

(iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(v) Above-market earnings on deferred compensation which is not tax-qualified.

(vi) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

(2) In Offeror's preceding fiscal year, did Offeror receive 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements?

Yes No

If Yes, proceed to (3), below.

If No, Offeror is not required to complete the remainder of this Section 2.XVIII (a) and may proceed directly to 2.XVIII (b).

(3) In Offeror's preceding fiscal year, did Offeror receive \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements?

Yes No

If Yes, proceed to (4), below

If No, Offeror is not required to complete the remainder of this Section 2.XVIII (a) and may proceed directly to 2.XVIII (b).

(4) Does the public have access to information about the compensation of the Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Yes No

If Yes, Offeror is not required to complete the remainder of this 2.XVIII(a) and may proceed directly to 2.XVIII (b).

If No, proceed to (5), below

(5) Offeror must provide in the space below the names and Total Compensation of each of Offeror's five most highly compensated Executives for Offeror's completed fiscal year preceding the signature date provided in Section 3 below. Offeror shall update the information in this Section 2.XVIII within thirty (30) days following the end of Offeror's current fiscal year:

Executive Name:

Executive Total Compensation:

1) _____
2) _____
3) _____
4) _____
5) _____

(6) Offeror hereby acknowledges and agrees that Offeror shall, at the time of a subcontract or Purchase Order award by EB to Offeror that is subject to FAR 52.204-10, provide Offeror's North American Industry Classification System (NAICS) code(s) that (is) are applicable to the specific subcontract or Purchase Order awarded.

(b) Offeror's fiscal year starts on _____ and ends on _____.

Section 3: AUTHORIZED SIGNATURE OF OFFEROR

Certification by an Official 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. I further acknowledge on behalf of Offeror that EB 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 EB's representative to whom this document was originally provided. By signing below, I certify that I am duly authorized to sign this document on behalf of Offeror and that to the best of my knowledge, the information provided in this document is current, accurate, and complete as of the date set forth below.

Signature of Offeror or Offeror's Authorized Representative

Offeror's Company Name

Printed Name and Title of Signatory

Company Address

Date

Telephone