

8. CONTINGENT FEE

(1) If has has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror to solicit or secure this contract) and has has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) a fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract. If the offeror responds in the affirmative, he shall furnish, in duplicate, a completed Form 7319, *Contractor's Statement of Commission or Other Fees*, and any other information as may be requested by the Contracting Officer. If offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating which such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer. *(For interpretation of the representation made by the term "bona fide employee," see Postal Contracting Manual, subparagraph 1.504.3.)*

9. CLEAN AIR AND WATER CERTIFICATION

(Applicable only if (i) the offer exceeds \$100,000, or (ii) the offer is for an indefinite quantity and it indicates that orders for estimated quantities will exceed \$100,000 in any year, or (iii) a facility to be used is listed on the EPA List of Violating Facilities due to a criminal conviction, or (iv) the contract is not otherwise exempt.)

The offeror (1) certifies that any facility to be utilized in the performance of this proposed contract is is not, listed on the Environmental Protection Agency List of Violating Facilities as of the date of this offer, and (2) agrees to notify the Contracting Officer promptly if any communication is received from the Environmental Protection Agency prior to contract award indicating that any such facility is under consideration for inclusion on the List.

10. INDEPENDENT PRICE DETERMINATION

(a) By submission of this offer, each offeror certifies, and in the case of a joint offeror, each party thereto certifies as to his own organization, that in connection with this procurement:

- (1) The prices of this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices set forth in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror, prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that (1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the person responsible for such decision in certifying that such person has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent so hereby so certifies; and (3) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

(c) This certification is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) An offer will not be considered for award where (a)(1), (a)(2), or (a)(3) above, has been deleted or modified. Where (a)(2) above, has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of procuring activity determines that such disclosure was not made for the purpose of restricting competition.

11. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to all contracts, subcontracts, and agreements with applicability hereon, which performance directly exceeds construction contracts, except those \$100,000 which are an exception to the provisions of the Equal Opportunity clause. An offer will not be considered for award where this certification is applicable and has been deleted or modified.)

By the submission of this offer, the offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The phrase, "applicant or subcontractor" as used in this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any arrangements, facilities, or units and work rooms, restaurants and other eating areas, and locker facilities, and other facilities, including parking lots, drinking fountains, recreation or entertainment areas, rest rooms, and sleeping quarters, provided for employees which are segregated by explicit or implicit fact segregated on the basis of race, color, religion, sex, or national origin. He further certifies that he agrees that except where he has obtained special authorization from the procuring activity, he will not maintain or provide for his employees any segregated facilities at any location, under his control, where segregated facilities are maintained. He further certifies that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He further certifies that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

As a condition of award, the contractor shall require all subcontractors to certify that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained.

NOTE: THESE REQUIREMENTS APPLY TO ALL CONTRACTS AND AGREEMENTS WITH APPLICABILITY HEREON, INCLUDING SUBCONTRACTS.

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