

**DISTRICT OF COLUMBIA
WATER AND SEWER AUTHORITY
DEPARTMENT OF PROCUREMENT**



ATTACHMENT E

**REPRESENTATIONS, CERTIFICATIONS,
ACKNOWLEDGEMENTS AND AFFIDAVITS**

REPRESENTATIONS, CERTIFICATIONS, ACKNOWLEDGMENTS, AND AFFIDAVITS

THE BIDDER/OFFEROR REPRESENTS AND CERTIFIES THAT (Check or complete all boxes or blocks).

1. ACKNOWLEDGMENT OF ADDENDA

The bidder/offeror acknowledges receipt of Addenda to the Invitation for Bids/Request for Proposals and related documents numbered and dated as follows:

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>

NOTE: Bidder/Offeror may acknowledge addendum here or on addendum or both.

FAILURE TO ACKNOWLEDGE RECEIPT MAY RENDER A BID NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

2. DISCOUNT

The prompt payment discount in accordance with the DC Water General Provisions shall be ___% for payment within _____ days. However, prompt payment discounts shall not be considered in the evaluation of bids or proposals.

- A. Any discounts offered will form a part of the award and will be taken by DC Water if payment is made within the discount period specified by the bidder/offeror.

- B. In connection with any discount offered, time will be computed from the date of the delivery of the supplies to carriers when delivery and acceptance are at the point of origin, or from date of delivery at destinations when delivery, installation and acceptance are at that point, or from the date correct invoice or voucher is received in the office specified by DC Water, if the latter date is later than of delivery. Payment is deemed to be made for the purpose of earning discount on the date of mailing of check.

3. LOCAL/ SMALL BUSINESS ENTERPRISE BID/PROPOSAL:

If a bidder/offeror is a Certified Local/Small Business Enterprise as defined under DC Water's Business Development Plan enter the number of such certificate, the certification type, and list the name of the applicable certification agency.

Certifying Agency/Authority: _____

Certification Type: _____

Certification Number: _____

Certification Date: _____ Expiration/Renewal Date: _____

4. WALSH-HEALEY PUBLIC CONTRACTS ACT (APR 1984):

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and are subject to the Walsh Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates, to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and **handicapped** workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standard Act (41 U.S.C. 40).

1) Regular Dealer (check if applicable):

- The Bidder/Offeror is a Regular Dealer pursuant to Part 2, (2.6) of the General Provisions.
- The Bidder/Offeror is not a Regular Dealer pursuant to Part 2, (2.6) of the General Provisions.

2) Manufacturer (check if applicable):

- The Bidder/Offeror is a Manufacturer pursuant to Part 2, (2.6) of the General Provisions.
- The Bidder/Offeror is not a Manufacturer pursuant to Part 2, (2.6) of the General Provisions.

5. OFFICERS NOT TO BENEFIT CERTIFICATION

5.1 OFFICERS NOT TO BENEFIT:

No member of or delegate to Congress, or Officer or employee of the Authority (DC Water) or the District of Columbia Government shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any Authority or the District of Columbia Government **employee** authorized to execute contracts in which they or the employee of the Authority or the District of Columbia Government shall be personally interested shall be void, and no payment shall be made thereon by the Authority or the District of Columbia Government or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. However, should a Federal, District of Columbia or Authority employee submit a bid/proposal for his personal benefit, the Contracting Officer reserves the right to waive the aforementioned restriction; providing that said employee furnishes a Notarized Affidavit prior to the time set for opening of bids or Closing of proposals, setting forth intention to resign his Federal, District of Columbia or Authority (DC Water) employment in the event said employee shall be considered for an award of a contract. Failure to submit such Affidavit shall automatically render his bid/proposal nonresponsive and no further consideration shall be given thereto.

Check As Applicable:

- No person subject to Part 8, (8.5) of the General Provisions will benefit from the Contract
- The following persons will benefit from this Contract and the required affidavits are attached:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

6. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(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 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 order have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening 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 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 offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; 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 subparagraphs(A)(1) through A)(3) above; or _____

(insert full name of person(s) in the organization responsible for determining the prices offered in this offer, 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 subparagraphs (A)(1) through (A) (3) above; and(iii) As an agent, has not personally participated and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above.

- (C) If the Bidder/Offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Offeror: _____ Date: _____

Title: _____

Signature: _____

7. TYPE OF BUSINESS ORGANIZATION (Check as Applicable):

Bidder/Offeror operates as: ___ an individual, ___ a partnership,
___ a nonprofit organization, ___ a corporation, incorporated under the laws of the
State of _____ .

8. CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

A. Definitions (As used in this provision)

- "**Controlled substance**" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- "**Conviction**" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- "**Criminal drug statute**" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- "**Drug-free work-place**" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- "**Employee**" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

- **"Individual"** means an offeror/contractor that has no more than one employee including the offeror/contractor.

B. By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will, no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed:

- 1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- 2) Establish an ongoing drug-free awareness program to inform such employees about:
 - The dangers of drug abuse in the work-place;
 - The Contractor's policy of maintaining a drug-free work-place;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the work-place.
- 3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph B.1. of this provision;
- 4) Notify such employees in writing in the statement required by subparagraph B.1. of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:
 - Abide by the terms of the statement; and
 - Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the work-place no later than 5 calendar days after such conviction.
- 5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under section subdivision B.4.(ii) of this provision, from an employee or otherwise receiving actual

notice of such conviction. The notice shall include the position title of the employee;

- 6) Within 30 calendar days after receiving notice under subdivision B.4. (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the work-place:
 - Take appropriate personnel action against such employee, up to and including termination; or
 - Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
 - 7) Make a good faith effort to maintain a drug-free work-place through implementation of subparagraphs B.1 through B.6 of this provision.
- C. By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- D. Failure of the offeror to provide the certification required by paragraphs (B) or (C) of this provision, renders the offeror unqualified and ineligible for award.
- E. In addition to other remedies available to the Government, the certification in sections (B) or (C) of this provision 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 Title 18, United States Code, Section 1001.

CONCURRENCE: (AUTHORIZED CONTRACTOR PERSONNEL)

Name: _____ Date: _____

Title: _____

Signature: _____

9. TAX CERTIFICATION AFFIDAVIT

Date: _____, 20 _____

Name of Organization/ Entity: _____

Address: _____

City: _____ State: _____ Zip: _____

Principal Officers:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Business Telephone No: _____

Finance and Revenue Registration No: _____

Federal Identification No: _____

DUNS No.: _____ Contract No: _____

Unemployment Insurance Account No: _____

I hereby certify that:

- I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
- The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

	Current	Not Current
District:		
Sales and Use	()	()
Employer Withholding	()	()
Hotel Occupancy	()	()
Corporation Franchise	()	()
Unincorporated Franchise	()	()

Personal Property	()	()
Professional License	()	()
Arena/Public Safety fee	()	()
Vendor Fee	()	()

3. If not current, as checked in item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue.

___ Yes ___ No

Attach copy of the Agreement.

If outstanding liabilities exist and no agreement has been made, please attach a listing of all such liabilities.

DC Water is hereby authorized to verify the above information with appropriate Government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code sec. 22-2513.

Print Name

Title

Signature of Person Authorized To Sign This Document

Notary: STATE CERTIFIED NOTARY PUBLIC, ss:

Subscribed and sworn before me this _____ day of _____ Month
and Year

Notary Public

My Commission Expires _____