



525 3rd Street
Suite 200
Lake Oswego, Oregon 97034

oetc.org
(800) 650-8250
Fax: (503) 625-0504

Exhibit C - EDGAR Certification

EDGAR CERTIFICATION (2 CFR Part 200 and Appendix II)

When an OETC member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Contractors submitting proposals must complete this EDGAR Certification Form regarding Contractor's willingness and ability to comply with certain requirements that may be applicable to specific OETC member purchases using federal grant funds. This completed form will be made available to OETC members for their use while considering their purchasing options when using federal grant funds. OETC members may also require Contractors to enter into ancillary agreements, in addition to the OETC contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for procurements using federal grants or contracts.

For each of the items below, the Contractor should certify Contractor's agreement and ability to comply, where applicable, by having Contractor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form.

1. **Contractor Violation or Breach of Contract Terms:** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default are included in the OETC General Terms and Conditions. Any contract award will be subject to such OETC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, OETC member ancillary contract, or Member Construction Contract agreed upon by Contractor and the OETC member, which must be consistent with and protect the OETC member at least to the same extent as the OETC Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Contractor violations and breach of contract terms.
2. **Termination for Cause or Convenience:** For any OETC member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply: The OETC member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Contractor. If this Agreement is terminated in accordance with this Paragraph, the OETC member shall only be required to pay Contractor for goods or services delivered to the OETC

member prior to the termination and not otherwise returned in accordance with Contractor's return policy. If the OETC member has paid the Contractor for goods or services not yet provided as of the date of termination, the Contractor shall immediately refund such payment(s). If an alternate provision for termination of an OETC member purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is included in the OETC member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Contractor, the OETC member's provision shall control.

3. **Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all OETC member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any OETC member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Contractor agrees that it shall comply with such provision.
4. **Davis-Bacon Act:** When required by Federal program legislation, Contractor agrees that, for all OETC member prime construction contracts/purchases in excess of \$2,000, Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Contractor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Contractor is conditioned upon Contractor's acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
5. **Contract Work Hours and Safety Standards Act:** Where applicable, for all OETC member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 USC 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, the Contractor

is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. **Right to Inventions Made Under a Contract or Agreement:** If the OETC member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and OETC Agreements," and any implementing regulations issued by the awarding agency. The Contractor agrees to comply with the above requirements when applicable.
7. **Clean Air Act and Federal Water Pollution Control Act:** Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401- 7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
8. **Debarment and Suspension:** Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor certifies that Contractor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies, or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the OETC and all OETC members with pending purchases or seeking to purchase from Contractor if Contractor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by

agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. **Byrd Anti-Lobbying Amendment:** Byrd Anti-Lobbying Amendment (31 USC 1352) -- Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with nonFederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, the Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).
10. **Procurement of Recovered Materials:** For OETC member purchases utilizing Federal funds, the Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable, and provide such information and certifications as an OETC member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. **Profit as a Separate Element of Price:** For purchases using federal funds in excess of \$150,000, an OETC member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by an OETC member, the Contractor agrees to provide information and negotiate with the OETC member regarding profit as a separate element of the price for a particular purchase. However, the Contractor agrees that the total price, including profit, charged by the Contractor to the OETC member shall not exceed the awarded pricing, including any applicable discount, under Contractor's OETC Contract.
12. **General Compliance and Cooperation with OETC Members:** In addition to the foregoing specific requirements, the Contractor agrees, in accepting any Purchase Order from an OETC member, it shall make a good faith effort to work with OETC members to provide such information and to satisfy such requirements as may apply to a particular OETC member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Contractor Certification Item No.	Certification: Y/N	Initial
1. Contractor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance and Cooperation with Cooperative Members		

Company

Name

Title

Signature