

A. CERTIFICATION. In accordance with Federal Acquisition Regulation (FAR) Parts 52.222-50 and 52.222-56 and Defense Federal Acquisition Regulation Supplement (DFARS) 252.222-7007 as referenced and incorporated into Remark C64, *Terms and Conditions of Purchase* (as updated), by submitting its signed offer, or transmitting an electronic signature, Seller is certifying that for the portion (if any) of any resulting contract with Purchaser that is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States and has an estimated value that exceeds \$500,000, that Seller has implemented a Compliance Plan:

1. To prevent any prohibited activities identified in paragraph (b) of the clause at FAR 52.222-50, *Combating Trafficking in Persons*, and
2. To monitor, detect, and terminate any contracts with subcontractors of Seller engaging in prohibited activities identified at paragraph (b) of the clause at FAR 52.222-50, *Combating Trafficking in Persons*; and
3. After having conducted due diligence, to the best of the Seller's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents:
  - a. Is engaged in any such activities; or
  - b. If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Seller or any of its agents, subcontractors, or their agents has taken the appropriate remedial and referral actions.

**The seller does \_\_\_\_\_ does not \_\_\_\_\_ acquire any supplies or perform any services outside of the United States in excess of \$500,000.**

Seller shall list those supplies and/or services below to include the country outside the United States where those supplies HAVE BEEN or WILL BE acquired or the services HAVE BEEN or WILL BE performed:

Supply/Service	Country Acquired/Performed
_____	_____
_____	_____
_____	_____

B. REPRESENTATION. Seller, by submitting its signed offer, or transmitting an electronic signature, represents:

1. That it will not engage in any trafficking in persons or related activities, including but not limited to the use of forced labor, in the performance of this contract;
2. Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of this contract; and
3. Has notified its employees and subcontractors of:
  - a. The responsibility to report trafficking in persons violations by the Contractor, Contractor employees, or subcontractor employees, at any tier; and
  - b. Employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart 203.9, from reprisal for whistleblowing on trafficking in persons violations.

C. DUE DILIGENCE. Consistent with Remark C64, specifically Article 13, *Quality Assurance, Inspection and Test* and Article 23(l), *Audit Rights*, to include Appendix I and the applicable regulatory requirements of FAR 52.222-50 and 52.222-56 and DFARS 252.222-7007, as prescribed, Purchaser or Purchaser's customer shall each have the right, at no charge to Purchaser or Purchaser's customer, to access the sites where supplies are acquired or services are performed under this Agreement to conduct due diligence as required by Remark C64 including Appendix I and the applicable regulatory requirements of FAR 52.222-50 and 52.222-56 and DFARS 252.222-0007, as prescribed.