

EXHIBIT D - INFLUENCE & DEBARMENT PROVISIONS

(Sep 2007)

For purposes of this Exhibit, “**Contract**” means an Agreement to Agree (ATA), Price Agreement (PA), Work Order Contract (WOC), or any other contract with Agency.

1. CONSULTANT/CONTRACTOR CERTIFICATION

The individual signing the Contract on behalf of Consultant/Contractor hereby certifies the following, which shall apply to all Contracts whether or not Federal funds are involved:

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Consultant/Contractor, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) 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 his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

2. AGENCY'S CERTIFICATION

The individual signing the Contract on behalf of Agency hereby certifies that Consultant/Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Agency acknowledges this certificate will be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

3. CONSULTANT'S CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

The individual signing the Contract on behalf of Consultant/Contractor hereby certifies that to the best of his/her knowledge and belief Consultant/Contractor and its Principals:

- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) 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, or receiving stolen property; and
- (C) 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 (B) of this provision.
- (D) Have not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons 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 Under Section 1001, Title 18, United States Code.

The Consultant/Contractor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Consultant/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (A), (B), (C) and (D) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Consultant/Contractor's responsibility. Failure of the Consultant/Contractor to furnish a certification or provide such additional information as requested by the Agency may render the Consultant/Contractor nonresponsible.

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), (B), (C) and (D) of this provision. The knowledge and information of a Consultant/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (A), (B), (C) and (D) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the State of Oregon, the Agency may terminate the contract resulting from this solicitation for default.

