

VALERO SUPPLEMENT 2, GOVERNMENT CONTRACT REPRESENTATIONS AND CERTIFICATIONS

This Valero Supplement 2, Government Contract Representation and Certifications (“Valero Supplement 2”), applies to the purchase of materials and/or services by Valero and/or its affiliates (collectively or singularly, as the context requires, “Valero”) from the company (“Company” or “Subcontractor”) providing such materials and/or services to Valero under the subject contract/agreement (“Agreement” or “Subcontract”) that incorporates this Valero Supplement 2 by reference for use under a United States government prime contract (“Prime Contract”).

Within the time prescribed in the Agreement, and annually thereafter unless otherwise requested by Valero from time to time, Company shall complete the representations and certifications set forth herein, as updated from time to time (latest edition available at www.valero.com), and provide same to Valero. During the term of the Agreement, Company shall ensure such representations and certifications are current, accurate, and complete and shall promptly update such representations and certifications when any representation or certification becomes inaccurate or incomplete. Upon completion of this Valero Supplement 2 (whether annually or as an update), an authorized representative of Company shall sign and provide the requested information on the Company’s execution page of this Valero Supplement 2 and return the entire document to Valero in the manner directed by Valero. The failure of Company to comply with any provision in this paragraph shall be a material breach of the Agreement and Valero may terminate the Agreement and/or exercise any other remedy under the Agreement, at law, or in equity, as a result of such material breach.

Except as otherwise noted below, the following changes to the Federal Acquisition Regulation (“FAR”), Defense Federal Acquisition Regulation Supplement (“DFARS”), Defense Logistics Agency (“DLA”), and other provisions are made for incorporation of Company’s representations and certifications for the Agreement: “Contractor” or “Prime Contractor” shall mean “Company”; “Government” shall mean “Valero”; “Contracting Officer” shall mean “Valero’s Purchasing Representative”; and “Contract” or “Schedule” shall mean the “Agreement”.

- 1) **See Attachment 1 Representations and Certifications – Commercial Items.**
- 2) **FAR 52.219-9. Small Business Subcontracting Plan (October 2014).** Where the provisions of FAR 52.219-8, Utilization of Small Business Concerns, and FAR 52.219-9, Small Business Subcontracting Plan, are included in the Agreement, Company shall provide its subcontracting plan, certifications, and required reports using the Electronic Subcontracting Reporting System at <http://esrs.gov> (“eSRS”) in accordance with such provisions. Company shall flow down such provisions, including the requirements to flow down such provisions, to its contractors and subcontractors, as applicable.
- 3) **DFARS 252.203-7005. Representation Relating to Compensation of Former Department of Defense (“DoD”) Officials (November 2011).**
 - a) Definition. “Covered DoD Official” is defined in DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

- b) Company represents, to the best of its knowledge and belief, that all Covered DoD Officials employed by or otherwise receiving compensation from Valero, and who are expected to undertake activities on behalf of Valero for any resulting United States government contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 C.F.R. parts 2637 and 2641, including FAR 3.104-2.
- 4) **FAR 52.222-41. Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).** By entering into the Agreement, Company (and the officials or officers thereof) certifies that neither it nor any person or firm who has a substantial interest in Company is a person or firm ineligible to be awarded a United States government contract by virtue of the sanctions imposed under 41 U.S.C. 6706. No part of the Agreement shall be subcontracted to any person or firm ineligible for award of a United States government contract under 41 U.S.C. 6706.
- 5) **DFARS 252.209-7001. Disclosure of Ownership or Control by the Government of a Terrorist Country (January 2009).** Applies if the Agreement has a value of \$100,000 or more. A disclosure that the government of a terrorist country has a significant interest in the Company or a subsidiary of the Company shall be provided to Valero promptly, and as directed through agency channels to the address at DFARS 209.104-1(g)(i)(C). In the event of such a disclosure, the Agreement may be canceled by Valero.
- 6) **FAR 52.222-50. Combating Trafficking in Persons (March 2015) (22 U.S.C. chapter 78 and Executive Order 13627).** Company certifies that:
- a) it has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of FAR 52.222-50 and to monitor, detect, and terminate any agent, subcontract, or subcontractor employee engaging in prohibited activities; and
- b) after having conducted due diligence, either:
- i) to the best of Company's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
- ii) if abuses relating to any of the prohibited activities identified in paragraph (b) of FAR 52.222-50 have been found, Company or subcontractor has taken the appropriate remedial and referral actions.

7) DFARS 252.209-7002. Disclosure of Ownership or Control by a Foreign Government (June 2010). No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the United States Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a). Company shall disclose any interest a foreign government has in Company when that interest constitutes control by a foreign government as defined below. If Company is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning Company's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

- a) Company's point of contact for questions about disclosure: _____ . (Name and phone number with country code, city code and area code, as applicable.)
- b) Name and address of Company: _____ .
- c) Name and address of entity controlled by a foreign government: _____
_____ .
- d) Description of interest, ownership percentage, and identification of foreign government: _____
_____ .

The following definitions shall apply to the above disclosure of Company:

- a) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of Company's officers or a majority of Company's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).
- b) "Entity controlled by a foreign government" means:
 - i) any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
 - ii) any individual acting on behalf of a foreign government; and
 - iii) does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

- c) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.
- d) "Proscribed information" means:
 - i) Top Secret information;
 - ii) Communications security ("COMSEC") material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;
 - iii) Restricted Data as defined by the U.S. Atomic Energy Act of 1954, as amended;
 - iv) Special Access Program ("SAP") information; or
 - v) Sensitive Compartmented Information ("SCI").
- 8) **FAR 52.222-37, Employment Reports on Veterans.** Company represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing FAR 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that provision.
- 9) **Government Contract Termination for Default.** Company has, has not, within a three (3) year period preceding, or any time during the Agreement, had one or more contracts terminated for default by any United States government agency.

ATTACHMENT 1

REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS

Within the time prescribed in the Agreement, and annually thereafter unless otherwise requested by Valero from time to time, Company shall complete the representations and certifications set forth herein, as updated from time to time (latest edition available at www.valero.com), and provide same to Valero. During the term of the Agreement, Company shall ensure such representations and certifications are current, accurate and complete and shall promptly update such representations and certifications when any representation or certification becomes inaccurate or incomplete. The failure to comply with any provision in this paragraph shall be a material breach of the Agreement and Valero may terminate the Agreement and/or exercise any other remedy under the Agreement, at law or in equity, as a result of such material breach.

Except as otherwise noted below, the following changes to the Federal Acquisition Regulation (“FAR”), Defense Federal Acquisition Regulation Supplement (“DFARS”), Defense Logistics Agency (“DLA”), and other provisions are made for incorporation of Company’s representations and certifications for the Agreement: “Contractor” or “Prime Contractor” shall mean “Company”; “Government” shall mean “Valero”; “Contracting Officer” shall mean “Valero’s Purchasing Representative”; and “Contract” or “Schedule” shall mean the “Agreement”.

a) Definitions. As used in this Attachment 1:

“Economically disadvantaged women-owned small business (“EDWOSB”) concern” means a small business concern that is at least fifty-one percent (51%) directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 C.F.R. part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service (1) exacted from any person under the age of eighteen (18) under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of eighteen (18) pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of Company, or that owns or controls one or more entities that control an immediate owner of Company. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than Company, that has direct control of Company. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (“PSC”) 1000-9999, except:

- 1) PSC 5510, Lumber and Related Basic Wood Materials;
- 2) Product or Service Group (“PSG”) 87, Agricultural Supplies;
- 3) PSG 88, Live Animals;
- 4) PSG 89, Subsistence;
- 5) PSC 9410, Crude Grades of Plant Materials;
- 6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- 7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- 8) PSC 9610, Ores;
- 9) PSC 9620, Minerals, Natural and Synthetic; and
- 10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the United States government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in the country of Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate: (1) are conducted under contract directly and exclusively with the regional government of southern Sudan; (2) are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under federal law from the requirement to be conducted under such authorization; (3) consist of providing goods or services to marginalized populations of the country of Sudan; (4) consist of providing goods

or services to an internationally recognized peacekeeping force or humanitarian organization; (5) consist of providing goods or services that are used only to promote health or education; or (6) have been voluntarily suspended.

“Sensitive technology” (1) means hardware, software, telecommunications equipment, or any other technology that is to be used specifically: (i) to restrict the free flow of unbiased information in the country of Iran; or (ii) to disrupt, monitor, or otherwise restrict speech of the people of Iran; and (2) does not include information or informational materials the export of which the President of the United States does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern” means a small business concern (i) not less than fifty-one percent (51%) of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one percent (51%) of the stock of which is owned by one or more service-disabled veterans; and (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, which is independently owned and operated, not dominant in the field in which it is supplying its materials, products, and/or services and qualified as a small business under the criteria in 13 C.F.R. Part 121 and United States Small Business Administration (“SBA”) size standards established for types of economic activity, or industry, generally under the North American Industry Classification System (“NAICS”), 13 C.F.R. 121.101.

“Small disadvantaged business concern”, consistent with 13 C.F.R. 124.1002, means a small business concern under the size standard applicable to the acquisition, that: (1) is at least fifty-one percent (51%) unconditionally and directly owned (as defined at 13 C.F.R. 124.105) by (i) one or more socially disadvantaged (as defined at 13 C.F.R. 124.103) and economically disadvantaged (as defined at 13 C.F.R. 124.104) individuals who are citizens of the United States; and (ii) each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 C.F.R. 124.104(c)(2); and (2) the management and daily business operations of which are controlled (as defined at 13 C.F.R. 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than fifty percent (50%) of the entity is owned (1) directly by a parent corporation; or (2) through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern (1) not less than fifty-one percent (51%) of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than fifty-one percent (51%) of the stock of which is owned by one or more veterans; and (2) the management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least fifty-one percent (51%) owned by one or more women; or in the case of any publicly owned business, at least fifty-one percent (51%) of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern (1) that is at least fifty-one percent (51%) owned by one or more women; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

“Women-owned small business (“WOSB”) concern eligible under the WOSB Program” (in accordance with 13 C.F.R. part 127), means a small business concern that is at least fifty-one percent (51%) directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

b) Company must complete the following representations when the Agreement will be performed in the United States or its outlying areas. Check all that apply.

- 1) Small business concern. Company represents that it is, is not a small business concern.
- 2) Veteran-owned small business concern. [*Complete only if Company represented itself as a small business concern in paragraph (b)(1) above.*] Company represents that it is, is not a veteran-owned small business concern.
- 3) Service-disabled veteran-owned small business concern. [*Complete only if Company represented itself as a veteran-owned small business concern in paragraph (b)(2) above.*] Company represents that it is, is not a service-disabled veteran-owned small business concern.
- 4) Small disadvantaged business concern. [*Complete only if Company represented itself as a small business concern in paragraph (b)(1) above.*] Company represents, that it is, is not a small disadvantaged business concern as defined in 13 C.F.R. 124.1002.
- 5) Women-owned small business concern. [*Complete only if Company represented itself as a small business concern in paragraph (b)(1) above.*] Company represents that it is, is not a women-owned small business concern.
- 6) WOSB concern eligible under the WOSB Program. [*Complete only if Company represented itself as a women-owned small business concern in paragraph (b)(5) above.*] Company represents that:
 - i) it is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

ii) it is, is not a joint venture that complies with the requirements of 13 C.F.R. part 127, and the representation in paragraph (b)(6)(i) above is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. Company shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____
_____. Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

7) Economically disadvantaged women-owned small business (“EDWOSB”) concern. [*Complete only if Company represented itself as a WOSB concern eligible under the WOSB Program in (b) (6) above.*] Company represents that:

i) it is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

ii) it is, is not a joint venture that complies with the requirements of 13 C.F.R. part 127, and the representation in paragraph (b)(7)(i) above is accurate for each EDWOSB concern participating in the joint venture. Company shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____
_____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (b)(8) and (b)(9) below only if the Agreement is expected to exceed the Simplified Acquisition Threshold as defined in FAR 2.101.

8) Women-owned business concern (other than small business concern). [*Complete only if Company is a women-owned business concern and did not represent itself as a small business concern in paragraph (b)(1) above.*] Company represents that it is, is not a women-owned business concern.

9) Reserved.

10) HUBZone small business concern. [*Complete only if Company represented itself as a small business concern in paragraph (b)(1) above.*] Company represents that:

i) it is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the SBA, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 C.F.R. Part 126; and

- ii) it is, is not a HUBZone joint venture that complies with the requirements of 13 C.F.R. Part 126, and the representation in paragraph (b)(10)(i) above is accurate for each HUBZone small business concern participating in the HUBZone joint venture. Company shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture _____ . Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

c) Representations Required to Implement Provisions of Executive Order 11246:

1) Previous contracts and compliance. Company represents that:

- i) it has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clauses in Valero Supplement 1 (latest edition available at www.valero.com); and
- ii) it has, has not filed all required compliance reports.

2) Affirmative Action Compliance. Company represents that:

- i) it has, has not developed and has on file, It has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the United States Secretary of Labor (41 C.F.R. parts 60-1 and 60-2); or
- ii) it has, has not previously had contracts subject to the written affirmative action program requirements of the rules and regulations of the United States Secretary of Labor.

d) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). Applies if the Agreement is expected to exceed \$150,000.

1) Company certifies to the best of its knowledge and belief that 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 award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Company with respect to this Agreement or a Prime Contract of Valero at any time prior to or during the term of the Agreement, Company shall complete and submit OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Company need not report regularly employed officers or employees of Company to whom payments of reasonable compensation were made.

- 2) If Company did not submit United States Office of Management and Budget (“OMB”) Standard Form LLL, Disclosure of Lobbying Activities, prior to entering into the Agreement but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact with respect to the Agreement or Prime Contract, Company shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.
 - 3) If Company did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, or the paragraphs immediately above, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), Company shall, at the end of the calendar quarter in which the change occurs, submit to Valero’s Purchasing Representative within thirty (30) days an updated disclosure using OMB Standard Form LLL, in addition to any required submission to the United States government.
- e) **Certification Regarding Responsibility Matters (Executive Order 12689).** Company certifies, to the best of its knowledge and belief, that Company and/or any of its principals:
- 1) are , are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any United states government agency;
 - 2) have , have not within a three (3) year period preceding the Agreement, 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 federal, state or local government 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, violating federal criminal tax laws, or receiving stolen property;
 - 3) are , are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated in paragraph (e)(2) above; and
 - 4) have , have not within a three (3) year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - i) Taxes are considered delinquent if both of the following criteria apply:
 - A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

f) **Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).** *[Company is required to list any end products being acquired under the Agreement that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at FAR 22.1503(b).]*

1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

2) Certification. *[If the Company has identified end products and countries of origin in paragraph (f)(1) above, then Company must certify to either (f)(2)(i) or (f)(2)(ii) below by checking the appropriate block.]*

- i) Company will not supply any end product listed in paragraph (f)(1) above that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ii) Company may supply an end product listed in paragraph (f)(1) above that was mined, produced, or manufactured in the corresponding country as listed for that product. Company certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under the Agreement. On the basis of those efforts, Company certifies that it is not aware of any such use of child labor.

g) **Certificates Regarding Exemptions from the Application of the Service Contract Labor Standards.** Certification by Company as to its compliance with respect to the Agreement also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.

1) If the Agreement is for maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1), Company shall complete the following: Company does, does not certify that:

- i) the items of equipment to be serviced under the Agreement are used regularly for other than United States governmental purposes and are sold or traded by Company (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

- ii) the services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
 - iii) the compensation (wage and fringe benefits) plan for all service employees performing work under the Agreement will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- 2) If the Agreement is for certain services as described in FAR 22.1003-4(d)(1), Company shall complete the following: Company does, does not certify that:
- i) the services under the Agreement are offered and sold regularly to non-United States governmental customers, and are provided by Company (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 - ii) the Agreement services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
 - iii) each service employee who will perform the services under the Agreement will spend only a small portion of his or her time (a monthly average of less than twenty percent (20%) of the available hours on an annualized basis, or less than twenty percent (20%) of available hours during the contract period if the Agreement period is less than a month) servicing the Agreement; and
 - iv) the compensation (wage and fringe benefits) plan for all service employees performing work under the Agreement is the same as that used for these employees and equivalent employees servicing commercial customers.
- 3) If paragraph (h)(1) or (h)(2) of this clause applies:
- i) if Company does not certify to the conditions in paragraph (h)(1) or (h)(2) and Valero's Purchasing Representative did not attach a Service Contract Labor Standards wage determination to the solicitation, Company shall notify Valero's Purchasing Representative as soon as possible; and
 - ii) Valero's Purchasing Representative may cancel the Agreement at anytime if Company fails to execute the certification in paragraph (h)(1) or (h)(2) of this clause or to contact the Valero's Purchasing Representative as required in paragraph (h)(3)(i) of this clause.
- h) Restricted Business Operations in the Country of Sudan.** Company certifies that Company does not conduct any restricted business operations in the country of Sudan.

i) Prohibition on Contracting with Inverted Domestic Corporations.

- 1) United States government agencies are not permitted to use appropriated (or otherwise make available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at FAR 9.108-2(b) applies or the requirement is waived in accordance with the procedures at FAR 9.108-4.
- 2) Representation. Company represents that:
 - i) it is not an inverted domestic corporation; and
 - ii) it is not a subsidiary of an inverted domestic corporation.

j) Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to the Government of Iran.

- 1) Company shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- 2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (l)(3) of this provision, Company:
 - i) represents, to the best of its knowledge and belief, that Company does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
 - ii) certifies that Company, or any person owned or controlled by Company, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
 - iii) certifies that Company, and any person owned or controlled by Company, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.) (see Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).
- 3) The representation and certification requirements of paragraph (l)(2) above do not apply if:
 - i) this solicitation includes a trade agreements certification (e.g., FAR 52.212-3(g) or a comparable agency provision); and
 - ii) Company has certified that all the offered products to be supplied are designated country end products.

k) Ownership or Control of Company.

1) Company represents that it has, or does not have an immediate owner. If Company has more than one immediate owner (such as a joint venture), then Company shall respond to paragraph (2) below, and if applicable paragraph (3) below, of this paragraph (m) for each participant in the joint venture.

2) If Company indicates “has” in paragraph (m)(1) above, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: Yes, or No.

3) If Company indicates “yes” in paragraph (m)(2) above, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

COMPANY'S EXECUTION PAGE – VALERO SUPPLEMENT 2, GOVERNMENT
CONTRACTS REPRESENTATIONS AND CERTIFICATIONS

Company's signature below applies to all provisions above in this Valero Supplement 2.

Company: _____ Date: _____

Address: _____

Phone: _____

Email: _____ Fax: _____

By: _____

Name: _____

Title: _____