

**NCUA  
CONTRACTOR REPRESENTATIONS  
AND CERTIFICATIONS**

---

SUBMITTED BY

---

CONTRACTOR NAME

**NCUA CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS**

**TABLE OF CONTENTS**

---

PAPERWORK REDUCTION ACT STATEMENT..... 3

PRIVACY ACT STATEMENT ..... 3

1. REPRESENTATION REGARDING OFFEROR’S PROFILE AND EXPERTISE..... 4

2. REPRESENTATION REGARDING MALPRACTICE INSURANCE ..... 4

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION ..... 4

4. CERTIFICATION REGARDING FEES CONTINGENT ON CONTRACT AWARD ..... 5

5. CERTIFICATION REGARDING EQUAL OPPORTUNITY ..... 5

6. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS..... 6

7. CERTIFICATION REGARDING INVOICES..... 7

8. REPRESENTATION AND CERTIFICATION REGARDING CONFLICTS OF INTEREST..... 7

9. SIGNATURE ..... 9

## **NCUA CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS**

### **PAPERWORK REDUCTION ACT STATEMENT**

Public reporting burden for this collection of information is estimated to average one and one-half hours per response, including the time for reviewing the instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of General Counsel, National Credit Union Administration (NCUA), 1775 Duke Street, Alexandria, Virginia 22314. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

### **PRIVACY ACT STATEMENT**

Collection of this information is authorized by the Federal Credit Union Act, 12 U.S.C. §§ 1786, 1787, 1789 and Executive Order 9397. This information will be primarily used to examine a contractor's compliance with NCUA contracting requirements, Federal regulations, and for potential NCUA contract awards. The information provided may be disclosed to relevant authorities by the NCUA in examining the contractor's compliance.

Information may also be disclosed to appropriate Federal, state, or local agencies for law enforcement purposes when a violation or possible violation of a civil or criminal law is apparent; to individuals involved in judicial or administrative proceedings; and to a Congressional office in response to an inquiry made at the individual's request. Information may also be disclosed in accordance with other routine uses of the NCUA. Furnishing the requested information is voluntary. However, failure to furnish all requested information may preclude you from receiving an NCUA contract.

**NCUA CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications shall be executed by an official authorized to bind the offeror and shall be returned with its proposal. These representations and certifications concern matters within the jurisdiction of the United States, and a false, fictitious, or fraudulent statement may render the maker subject to prosecution under 18 U.S.C. §§ 1001, 1007, and 1014. For purposes of these representations and certifications, the NCUA is considered an agency of the United States only with respect to its rights and remedies under Title 18 of the United States Code. The offeror shall provide immediate written notice to the NCUA Oversight Attorney if, at any time, the offeror learns that one or more of the representations or certifications was erroneous when submitted or has become erroneous because of changed circumstances.

**1. REPRESENTATION REGARDING OFFEROR’S PROFILE AND EXPERTISE**

- a. Please attach to this form a brief description of the offeror’s profile, including its size, expertise, and areas of practice. Please include a matrix, similar to that set forth below, that identifies all attorneys you would expect to assign to this matter, which provides the following information for each attorney: (i) state licenses; (ii) areas of expertise and relevant experience; (iii) years of practice; (iv) time with the offeror; (v) status in the offeror as partner, shareholder, associate, or otherwise; (vi) billable rate under the offeror’s usual rate structure; (vii) proposed discounted rate for the NCUA; (viii) minority status; and (ix) gender.

Attorney	State Licenses	Expertise	Experience	Years of Practice	Time with Offeror	Seniority Status	Billable Rate	Proposed Discount	Minority Status	Gender

- b. Please attach to this form a list of at least three client references, including a contact person, telephone number, and email address for each reference.

**2. REPRESENTATION REGARDING MALPRACTICE INSURANCE**

Please attach to this form a brief description of the offeror’s malpractice insurance, including the identity of the carrier, the extent and duration of coverage, and any limitations on coverage that could affect the NCUA.

**3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- a. The offeror certifies as follows:
  - i. The prices in offeror’s proposal have been arrived at independently, without, for purposes of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (A) the prices, (B) the

## NCUA CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS

intention to submit an offer, or (C) the methods or factors used to calculate the prices offered.

- ii. The prices in offeror's proposal have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award unless otherwise required by law.
  - iii. The offeror has not attempted and will not attempt to induce any other entity or person to submit or not submit a proposal for the purpose of restricting competition.
- b. The offeror certifies that the persons in the offeror's organization who are responsible for determining the prices being offered in the offeror's proposal, including their authorized agents and/or representatives, have not participated and will not participate in any action contrary to paragraphs a.i. through a.iii., above.

### 4. CERTIFICATION REGARDING FEES CONTINGENT ON CONTRACT AWARD

*Not applicable to proposals below \$100,000*

The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror (a)  has  has not employed or retained any person or company to solicit or obtain this contract; and (b)  has  has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract. The offeror agrees to provide information relating to this representation as requested by the NCUA Oversight Attorney when either (a) or (b), above, is answered affirmatively. For purposes of this paragraph, "bona fide employee" means a person employed by the offeror or a contractor of the offeror and subject to the offeror's or the contractor's supervision and control as to time, place and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain NCUA contracts or holds out as being able to obtain any NCUA contract or contracts through improper influence.

### 5. CERTIFICATION REGARDING EQUAL OPPORTUNITY

The offeror represents as follows:

- a. The offeror  is  is not a minority- or women-owned law firm as those terms are defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, Pub. L. No. 111-203.<sup>1</sup>

<sup>1</sup> See 12 U.S.C. § 1441a(r)(4)(A)-(B) (2009) ("The term 'minority-owned business' [meaning the same as the term minority-owned law firm as used on this form] means a business—(i) more than 50 percent of the ownership or control of which is held by 1 or more minority individuals; and (ii) more than 50 percent of the net profit or loss of which accrues to 1 or more minority individuals." "The term 'women's business' [meaning the same as the term women-owned law firm as used on this form] means a business—(i) more than 50 percent of the ownership or control of which is held by 1 or more women; (ii) more than 50 percent of the net profit or loss of which accrues to 1

## NCUA CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS

- b. The offeror is committed to equal opportunity in employment and contracting, regardless of race, color, religion, sex, sexual orientation, national origin, disability, or status as a covered veteran as defined in 38 U.S.C. § 4212(a)(3).
- c. The offeror will make, during the course of any representation of the NCUA, a good faith effort to ensure, to the maximum extent possible, the fair inclusion of minorities and women in its workforce and in the workforces of its subcontractors.
- d. The offeror agrees to comply with all applicable provisions of 38 U.S.C. § 4212 and 41 C.F.R. § 60-300.5 regarding covered veterans, if the fees, costs, and expenses invoiced under its representation of the NCUA are expected to or do equal or exceed \$100,000.

The offeror, if it has 50 or more employees and meets other applicable criteria of 41 C.F.R. Parts 60-1 and 60-2, also represents as follows:

- e. It  has developed and has on file  has not developed affirmative action programs pursuant to the rules and regulations of the Secretary of Labor; or
- f. it  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor but will develop programs in accordance with 41 C.F.R. Parts 60-1 and 60-2.

### 6. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

*Not applicable to contracts below \$100,000.*

- a. The prohibition, exceptions, and requirements contained in 31 U.S.C. § 1352 are incorporated by reference into these representations and certifications.
- b. **Certification.** The offeror 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 its behalf in connection with the awarding of a contract based on the offeror's proposal.
- c. **Disclosure.** If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its proposal, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report

---

or more women; and (iii) a significant percentage of senior management positions of which are held by women.”). The term minority is defined in section 1204(c) of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 as any Black American, Native American, Hispanic American, or Asian American.

## **NCUA CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS**

regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

- d. ***Penalty.*** Submission of this certification and disclosure, required by 31 U.S.C. § 1352, is a prerequisite for making or entering into this contract. Any person who makes an expenditure prohibited under 31 U.S.C. § 1352 or who fails to file or amend the disclosure required to be filed or amended shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

### **7. CERTIFICATION REGARDING INVOICES**

The offeror hereby certifies that, with respect to every invoice it submits to the NCUA under the terms of any contract the NCUA awards to the offeror based on these representations and certifications, it will comply with the following billing practices for every attorney whose services are billed:

- a. the attorney's hourly rate will constitute the lowest rate charged to any of the offeror's clients on behalf of the attorney;
- b. all travel time will be billed at 50% of the normal billable rate, except for travel time during which the attorney performs work on an NCUA matter;
- c. all charges for travel and meals, if any, will be incurred in a prudent manner;
- d. there will be no charges for meals unless attorneys are in travel status;
- e. there will be no charges or fees for invoice preparation or other overhead expenses, such as secretarial services, typing, photocopying, or filing;
- f. computer research, including research on Lexis or Westlaw, overnight mail, delivery services, and photocopies will be charged at cost and incurred in a prudent manner; and
- g. documentation supporting fees and disbursements will be retained for three years after payment for NCUA review.

### **8. REPRESENTATION AND CERTIFICATION REGARDING CONFLICTS OF INTEREST**

Please attach to this form a brief description of the offeror's procedures for determining conflicts of interest.

The offeror hereby certifies as follows:

- a. it has diligently inquired, and will continue to diligently and reasonably inquire

## **NCUA CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS**

throughout the course of its representation of the NCUA, into whether it has any conflicts of interest with respect to the representation;

- b. it  is not aware of any circumstances or other engagements as of the date of this certification and disclosure that will adversely affect or undermine its ability to adequately represent the NCUA's interests, or  has obtained appropriate conflict waivers from the NCUA and any other relevant parties; and
- c. will immediately notify the NCUA of any circumstance that arises that creates a conflict of interest or could create the appearance of a conflict of interest throughout the course of its representation of the NCUA.



**NCUA CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS**

**9. SIGNATURE**

By signing below, the offeror certifies that all of the foregoing representations and certifications are complete and accurate and that it is aware of the penalty imposed under 18 U.S.C. § 1001 for making false statements in connection with these representations and certifications. The offeror also agrees to notify the NCUA in writing within 10 days after discovering that it or any person performing services under a contract the NCUA awards to the offeror based on these representations and certifications has any of the disqualifying conditions contained within the representations and certifications or if any of the representations or certifications become inaccurate because the offeror invoiced an amount higher than expected (i.e. \$100,000 or more) or because of any other circumstances. Such notification shall contain a detailed description of the disqualifying condition and may include a statement of how the offeror intends to resolve such condition. Further, by signing below, the offeror gives express authorization and consent to the NCUA’s release of information contained herein to relevant authorities in the NCUA’s examination of the offeror’s compliance.

NAME OF OFFEROR		
TITLE		
NAME OF OFFEROR’S FIRM	OFFEROR’S TELEPHONE NUMBER ( )	
OFFEROR’S OFFICE ADDRESS		
CITY	STATE	ZIP CODE
SIGNATURE		DATE SIGNED