

Triune

**CONTRACTOR CODE
OF BUSINESS ETHICS AND CONDUCT**

(Updated August 2009)

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Triune

Contractor Code of Business Ethics and Conduct

(Updated August 2009)

Triune places the highest significance on the ethical conduct of its partners, officers and employees. Our reputation in the community depends upon the trust and professionalism with which we conduct the affairs of Triune

The confidence and trust placed in Triune are highly valued and must be protected. Any actions that would serve to erode feelings of trust and confidence are detrimental both to our reputation and to our ability to conduct our business in an orderly and profitable manner.

I. Statement of Policy

It is Triune's policy to maintain the highest ethical standards and comply with all applicable laws, rules and regulations. We believe that adherence to this Contractor Code of Business Ethics and Conduct (the "Code") will ensure our continued success, as well as earn and maintain the confidence of our customers and the community in which we live. In order to ensure Triune operates pursuant to this policy, Triune has adopted this Code in order to exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law. Effective ethics is a team effort involving the participation and support of every Triune principal, employee, agent and subcontractor. The following general rules apply to the implementation of this Code and all principals, employees, agents and subcontractors, and other workers at Triune, including all personnel affiliated with third parties, should familiarize themselves with the ethics guidelines that follow this introduction:

1. All employees must comply with this Code. Any officer, director, or employee violating this Code is subject to discipline, which may include demotion or dismissal.
2. All employees have a duty to report all suspected violations of the Code or other potentially unethical behavior by anyone, including officers, directors, employees, agents, customers, consultants, temporaries, subcontractors, suppliers, prime contractors and other workers at Triune, including all personnel affiliated with third parties, to the Corporate Compliance Officer, Traver Hill, Triune's Director of Operations. Mr. Hill may be reached at 214-503-0549, or via email thill@tmvllc.us.
3. Employees in management positions are personally accountable for their own conduct and the conduct of those reporting to them. Each management employee is expected to inform those reporting to them about this Code and take all necessary steps to ensure compliance with this Code.

4. No employee has the authority to direct, participate in, approve, or tolerate any violation of this Code by anyone.
5. Any employee who has questions about the application of this Code should consult with the Corporate Compliance Officer.

II. Triune Values

- A. Trustworthiness -- to be counted on to do what we say we will do ... every time.
- B. Honesty -- straightforward, and above-board, always.
- C. Truthfulness -- counting on it, always.
- D. Fair Dealings -- creating a “win-win” environment for everyone.
- E. Mutual Respect -- respect for each other and the people for whom we work.
- F. Compassion -- remembering that we’re all still human.
- G. Personal Growth -- developing to our fullest potential.
- H. Balance -- achieving a balance between work and family.
- I. Humanity -- contributing positively to the quality of life in the communities in which we work.
- J. Integrity -- unquestionable and uncompromising behavior.

III. Definitions

“**Agent**” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“**Code of Business Ethics and Conduct**” or “**Code**” means the written statement of acceptable behavior by Triune’s officers, directors, and employees that ensures Triune operates according to the highest ethical standards.

“**Corporate Compliance Officer**” means the Triune official designated by the President to be responsible for implementing and administering the code. In the case where there is no Corporate Compliance Officer, or the Corporate Compliance Officer is not available, Triune’s President will be responsible for implementing and administering the Code.

“**Corporate Compliance Program**” or “**Program**” means the written procedures and policies used by Triune that are designed to ensure that all officers, directors and employees are aware of the Code and adhere to its standards and the requirements of FAR 52.203-13. The Corporate Compliance Program is implemented and administered by the Corporate Compliance Officer.

“**Employee**” means any persons employed by Triune, including employees, managers, officers, directors, and persons authorized to act on behalf of Triune.

“**Full cooperation**” –

- (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information.

- (2) Does not foreclose any Contractor's rights arising in law, the FAR, or the terms of the contract. It does not require –
 - i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
 - ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
- (3) Does not restrict a Contractor from –
 - i) Conducting an internal investigation; or
 - ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“**Principal**” means an officer, director, owner, partner, or person 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).

“**Subcontract**” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“**Subcontractor**” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another Subcontractor.

IV. Standards of Conduct

Each Triune principal, employee, agent and subcontractor must abide by the following provisions:

A. Comply With All Laws, Rules and Regulations. Compliance with the law does not comprise our entire ethical responsibility. Rather, it is a minimum, essential condition for performance of your duties. If you suspect that you, a principal, employee, agent or subcontractor of Triune may have done or may be about to do something that violates this Code, other Triune policies, or any regulation or law, immediately contact your supervisor or the Chief Compliance Officer. They are there to help you interpret this Code, applicable laws, rules and regulations before you act. If you don't notify one of these people when you know or suspect a violation, you may jeopardize yourself, your employment and Triune.

B. Be Honest and True. You must always give accurate information to Triune's customers and vendors, and to the public. If you are involved in proposals, bid preparations, or contract negotiations, you must be certain that all statements, communications, and representations to prospective customers are accurate and truthful. Do not misrepresent Triune's services when you sell, or Triune's needs when you buy, or

any other information in your negotiations, contracts and daily work. Your estimates and projections should be reasonably based on available facts and local assumptions, and formulated without bias that could skew your results. Generally, avoid giving estimates and projections in public disclosures. If you are giving information to the public or media, clear it first with Triune's Chief Compliance Officer and the Marketing Department.

C. Honor Individual and Corporate Obligations. Make commitments to customers, suppliers, business partners and your co-workers that you and Triune expect to fulfill. Recognize also that Triune makes corporate commitments, and communicate with other departments to make sure your proposed commitments support, and do not conflict with, established ones. Meeting your commitments is an individual accomplishment, while meeting Triune's commitments enhances our corporate integrity.

D. Obtain and Use Triune Assets Wisely. Proper use of Triune property, electronic communications systems, information resources, material facilities and equipment, including network accounts and user passwords, is your responsibility. Use and maintain these assets with the utmost care and respect, guarding against theft, waste and abuse, and never borrow or remove them from Triune property without management's permission. Non-Triune employees are not permitted to have Triune network accounts or user passwords.

E. Antitrust Policy. Solicit, buy and sell on the basis of quality, service and price. Refrain from negotiating reciprocal agreements or coercing owners or developers to deal with Triune.

Compete fairly and do not disrupt free trade or restrict competition. Triune is fully committed to compliance with the antitrust laws, which are designed to promote free and open competition in the marketplace. Not only does the customer benefit by getting the best services and product at the best price, but Triune also benefits by being able to compete on a fair level playing field with competitors. The antitrust laws are complex and must be complied with strictly. Routine business decisions involving prices, terms and conditions or sale, dealings with competitors, and many other matters present problems of great sensitivity. It is therefore essential that every Triune employee be generally aware of the antitrust laws and that all employees that are actively involved in the bidding process participate in Triune's Antitrust Program.

Below is a general overview of the antitrust laws: The Sherman Act is the primary federal antitrust statute. The Sherman Act prohibits any agreement among competitors to fix prices, rig bids or engage in other anti-competitive activity. Violation of the Sherman Act is a felony punishable by a fine up of up to \$10 million for corporations, and a fine of up to \$350,000 or 3 years imprisonment (or both) for individuals, and may subject Triune and/or the individual to suspension or debarment. In addition, collusion among competitors may constitute violations of the mail or wire fraud statute, the false statements statute, or other federal felony statutes. In addition to receiving a criminal sentence, a corporation or individual convicted of a Sherman Act violation may be ordered to make restitution to the victims for all overcharges. Victims of bid-rigging and price-fixing conspiracies may also seek civil recovery of up to three times the amount of damages suffered. Most criminal antitrust prosecutions involve

price fixing, bid rigging or market division or allocation schemes. Under the law, price-fixing and bid-rigging schemes are per se violations of the Sherman Act. This means that where such a collusive scheme has been established, it cannot be justified under the law by arguments or evidence that, for example, the agreed-upon prices were reasonable, the agreement was necessary to prevent or eliminate price-cutting or ruinous competition, or the conspirators were merely trying to make sure that each got a fair share of the market.

To help employees unfamiliar with antitrust laws recognize anti-competitive conduct, the following is an illustrative list of illegal activities:

(1) Price Fixing

Price-fixing is an agreement among competitors to raise, fix, or otherwise maintain the price at which their goods or services are sold. It is not necessary that the competitors agree to charge exactly the same price, or that every competitor in a given industry join the conspiracy. Price-fixing can take many forms, and any agreement that restricts price competition violates the law. Other examples of price-fixing agreements include those to:

- Establish or adhere to price discounts;
- Hold prices firm;
- Eliminate or reduce discounts;
- Adopt a standard formula for computing prices;
- Maintain certain price differentials between different types, sizes, or quantities of services and/or products;
- Adhere to a minimum fee or price schedule;
- Fix credit terms; and
- Not advertise prices.

(2) Bid-Rigging

Bid-rigging is the way that conspiring competitors effectively raise prices where purchasers – often federal, state, or local governments – acquire goods or services by soliciting competing bids. Essentially, competitors agree in advance who will submit the winning bid on a contract being let through the competitive bidding process. Bid-rigging also takes many forms, but bid-rigging conspiracies usually fall into one or more of the following categories:

- **Bid Suppression:** In bid suppression schemes, one or more competitors who otherwise would be expected to bid, or who have previously bid,

agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.

- **Complementary Bidding:** Complementary bidding (also known as “cover” or “courtesy” bidding) occurs when some competitors agree to submit bids that either are too high to be accepted or contain special terms that will not be acceptable to the potential customer. Such bids are not intended to secure the potential customers' acceptance, but are merely designed to give the appearance of genuine competitive bidding. Complementary bidding schemes are the most frequently occurring forms of bid rigging, and they defraud purchasers by creating the appearance of competition to conceal secretly inflated prices.
- **Bid Rotation:** In bid rotation schemes, all conspirators submit bids but take turns being the low bidder. The terms of the rotation may vary; for example, competitors may take turns on contracts according to the size of the contract, allocating equal amounts to each conspirator or allocating volumes that correspond to the size of each conspirator Company. A strict bid rotation pattern defies the law of change and suggests collusion is taking place.
- **Subcontracting:** Subcontracting arrangements can be part of a bid-rigging scheme. Competitors who agree not to bid or to submit a losing bid frequently receive subcontracts or supply contracts in exchange from the successful low bidder. In some schemes, a low bidder will agree to withdraw its bid in favor of the next low bidder in exchange for a lucrative subcontract that divides the illegally obtained higher price between them.

(3) Market Division

Market division or allocation schemes are agreements in which competitors divide markets among themselves. In such schemes, competing firms allocate specific customers or types of customers, products, or territories among themselves. For example, one competitor will be allowed to sell to, or bid on, contracts let by certain customers or types of customers. In return, he or she will not sell to, or bid on, contracts let by customers allocated to the other competitors. In other schemes, competitors agree to sell to or contract with customers in certain geographic areas and refuse to sell to or contract with customers in certain geographic areas and refuse to sell to or contract with, or quote intentionally high prices to, customers in geographic areas allocated to conspirator companies.

Report to the Chief Compliance Officer any party negotiating with Triune who infers that a Triune principal, employee, agent or Subcontractor demands a certain deal outcome for their own personal gain or agenda.

Compliance with the antitrust laws is a serious matter and, as explained above, violations could subject Triune to substantial civil and criminal liability. Accordingly, any employee who violates antitrust laws shall be terminated. Additionally, any employee who knows, or reasonably should know, that an antitrust violation has been, or will be, committed and fails to report it to the Chief Compliance Officer will be subject to discipline, which may include termination.

F. Environmental Compliance. Triune is committed to full compliance with all federal, state and local environmental laws, standards and guidelines. Not only is environmental compliance legally necessary, but it is also an important component of our obligation to the community and our good reputation. It is essential that each employee involved with regular air emissions, water discharges, hazardous materials, or other regulated pollutants know and comply with all applicable environmental laws and guidelines. No one at Triune may participate in concealing an improper discharge, disposal, or storage of hazardous materials or other pollutants. Any person who has reason to believe that there may have been violations of any aspect of Triune's environmental compliance policy shall report immediately to Triune's environmental compliance officer or Corporate Compliance Officer. Moreover, in addition to compliance with all environmental laws and guidelines, Triune is committed to utilizing energy and materials in a manner that will minimize the impact on the environment. Triune will also consider using recycled materials whenever feasible.

G. Safety and Health. The safety of our employees and customers is Triune's highest concern. Triune is committed to providing each employee a safe and healthy work environment. Many of the job activities, products, and materials handled by our employees require strict adherence to safety procedures, rules and regulations. Each employee must be aware of Triune's safety program that incorporates all of the applicable health and safety laws and guidelines and follow all applicable procedures. Also, supervisors are responsible for ensuring that all reasonable safeguards and precautions are taken in the workplace, including ensuring compliance with Triune's procedures and guidelines, promoting safe work practices, and the use of personal protective equipment. If any employee has any safety related concerns, he or she should report these concerns to Triune's safety compliance officer.

H. Drugs and Alcohol. Triune is firmly committed to providing its employees with a safe and productive work environment to the extent possible and promoting high standards of employee health. Accordingly, Triune expects all of its employees to report to work and be able to perform his or her duties productively and safely. Illegal drug and alcohol use, manufacture, distribution and possession are prohibited at Triune, in any Triune owned vehicles, and while performing any Company duties. Triune performs pre-employment and random drug testing as part of its normal business operations. Additionally, anyone caught using drugs or alcohol in the workplace will be subject to discipline, including termination.

It is the responsibility of every employee to notify Human Resources or the Chief Compliance Officer of any employee conviction of a criminal drug statute, or if you know or have reason to believe a violation of this Code has occurred in the workplace. Please refer to the Substance Abuse Policy in the Employee Handbook for further information.

I. Keep Outside Interests from Conflicting with Your Job. The Chief Compliance Officer must approve any material transactions between Triune and its principals, employees, agents or subcontractors. This includes any transactions with third parties (e.g., contractors, vendors, and suppliers) in which such persons have a material interest. If you encounter any such transactions, please contact the Chief Compliance Officer.

Conflicts of interest can arise when you or a member of your family receive improper personal benefit because of your position with Triune. Do not take actions, conduct business, or make statements that create real or potential conflicts with Triune's interests, including taking a personal, proprietary or financial interest in an entity with which Triune does business or competes, or which could adversely, or appear to adversely, influence you in your Triune employment. Triune prohibits employment within, interest in, or ownership of organizations that may impact job performance, create or appear to create any conflicts of interest. Prior to any employment in an (A/E/C) Architectural, Engineering, or Construction industry firm, you must first obtain approval from the Chief Executive Officer or the Chief Compliance Officer. You may invest in publicly traded entities that supply or purchase goods or services to or from Triune so long as the entity is listed on a national securities exchange or regularly traded by national securities dealers, and you purchase only five percent (5%) or less of the market value of the entity's outstanding securities. If you want to purchase from entities not meeting this standard, or in greater quantities, you must receive approval from the Chief Compliance Officer before investing.

J. Respecting the Rights of Your Fellow Workers. Triune is committed to a work environment in which everyone is treated with respect, trust, honesty, fairness and dignity. This policy extends to all phases of employment, including hiring, placement, promotion, transfer, compensation, benefits, training and the use of facilities. Triune is committed to complying with all applicable laws related to equal employment opportunities and to ensure that there is no unlawful discrimination by any officer, director or employee. Be fair and impartial with co-workers and those outside Triune, offering everyone an equal opportunity to achieve their full business potential. Do not discriminate against or harass any fellow employee, representative, or any other outside person. You and Triune must never discriminate on the basis of race, color, creed, religion, sex, sexual preference, national origin, disability or any other statute recognized by civil rights law.

While everyone who works for Triune must comply with these provisions, our executives and supervisors assume a special responsibility for fostering a work environment that is free from discrimination, harassment, and the fear of retribution or retaliation. Supervisors must be careful in words and conduct to avoid placing, or seeming to place, pressure on subordinates that could cause them to deviate from accepted ethical behavior. Report immediately and completely to your supervisor, Human Resources and the Chief Compliance Officer any action, work, or practice you

believe is discrimination, harassment or retaliation. (See also, your Employee Handbook.)

K. Immigration Law. Triune is committed to meeting our obligations under U.S. immigration law. Triune does not discriminate on the basis of citizenship status or national origin in recruitment, hiring or terminating employees. Triune will neither hire nor continue to employ an individual who is not legally authorized to work in the United States.

In compliance with the Immigration Reform & Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 (new version dated February 2, 2009) and present documentation establishing identity and employment eligibility. (The biggest change is that new employees will not be required to provide their Social Security Number except where the employer participates in the E-Verify program.) Failure to produce required documentation is grounds for immediate termination of employment. Employment can be resumed only when the required documentation is provided.

Each employee should promptly notify the Chief Compliance Officer or Human Resources of any violation of this policy, regardless if the offending person is a manager, supervisor or co-worker.

L. E-Verify. Triune utilizes the E-Verify program, an Internet based system operated by the Department of Homeland Security in partnership with the Social Security Administration that allows participating employers to electronically verify the employment eligibility of new hires and the validity of their Social Security Numbers.

The effective date of the final rule requiring federal contractors and subcontractors to use E-Verify has been delayed until September 8, 2009. The rule will only affect federal contractors who are awarded a new contract after May 21st that includes the Federal Acquisition Regulation (“FAR”) E-Verify Clause (73 FR 67704). Federal contractors may **NOT** use E-Verify to verify current employees until the rule becomes effective and they are awarded a contract that includes the FAR E-Verify Clause.

M. Generally Avoid Gifts.

1. Favorable Treatment. Triune’s business dealings should always be free from even the perception that favorable treatment was sought, received, or given in exchange for gifts or favors. Many gifts to potential and current customers are perfectly legal. You must neither give nor accept business courtesies that constitute, or could be reasonably perceived as constituting, unfair business inducements or that would violate law, regulation or policies of Triune or a customer, or could cause embarrassment to or reflect negatively on Triune’s reputation. Report immediately to your supervisor and the Chief Compliance Officer any actual or apparent offer of a gift to you or a co-worker that appears to be an attempt to commercially or politically bribe you or Triune in the form of money, goods, gifts, favors or services.

2. Gifts, Gratuities & Business Courtesies to U.S., State & Local Government Employees. Under applicable law, any gift offered or given to any employee of the U.S. Government, where no consideration of equal or greater value is received, may be an improper gift, an illegal gratuity, or a bribe. The items or services involved can take almost any form, including meals, tickets or invitations to performances, golf outings, discounts, loans, forbearances, lodging, transportation, honoraria, or any other thing of value.

Federal criminal law prohibits the offering, promising, or giving of anything of value to a government employee for (or because of) an official act performed or to be performed by the public official (i.e., a “gratuity”) or with an intent to influence such individual in the performance of an official act (i.e., a “bribe”). Even a seemingly innocent gift to a government official might be improper under the federal gift rules. What is and is not permitted is not all intuitive.

To steer clear of possible violations, Triune expects its employees not to offer or give anything of value to any government official or to do anything that may have even an appearance of improperly influencing a government official. Employees may, however, offer government officials:

- Modest refreshments (such a coffee, soft drinks, and snacks); and
- Advertising or promotional items, e.g., paperweight, key chain, tote bag, coffee mug, with a clear market value of \$20 or less per occasion, not to exceed \$50 per calendar year. Meals valued at \$20 or less also are not illegal, but employees should exercise sound judgment in determining whether such gifts are appropriate and be sensitive to the possible appearance of impropriety.

3. Business Courtesies to Non-Government Persons -- Meals, Refreshments and Entertainment. It is an acceptable practice for Triune employees to provide meals, refreshments, entertainment, and other business courtesies of reasonable value to non-government persons in support of business activities. However, Triune always seeks to win business on the basis of quality, price, excellent service, and fair contract terms and conditions. Triune expects all employees to exercise moderation and prudent judgment in offering gifts to customers. In this regard, employees must abide by the following policies:

- The gift may not be in the form of cash, stocks or bonds. No employee may ever offer cash under any circumstance.
- The gift should not be lavish and should not pose a potential embarrassment to Triune.
- The gift must be in accordance with normally accepted business practices (e.g., business lunches, holiday gifts, promotional items), and to the best of our knowledge comply with the customer’s corporate policy.
- The gift must be legal and consistent with any generally accepted ethical practices in the governing jurisdiction.

- Employees wishing to make a gift in excess of \$20 should coordinate those actions with their immediate supervisor or the Corporate Compliance Officer before doing so.

By these rules, Triune does not intend to eliminate normal business entertainment. However, the cost and nature of the entertainment should be planned and carried out in a way that appropriately and reasonably furthers the conduct of the business of Triune.

These rules also do not mean that customers may not, at Triune's expense, be transported to and shown Triune's facilities as part of a normal sales effort.

4. Kickbacks and Other Gifts Between Companies. It is also normal for companies to make gifts to other companies apart from the ultimate customer, such as business meals and promotional items. Again, many such gifts are perfectly legal and appropriate. Others, depending on the circumstances, can constitute an illegal kickback or otherwise interfere with sound business judgment in the best interest of Triune.

In dealing with higher-tiered contractors and subcontractors, including vendors/suppliers, in the context of a government contract, Triune must comply with the Anti-Kickback Act of 1986. This law, among other things, prohibits government subcontractors and prime contractors from providing or receiving anything of value (the "kickback") for the purpose of obtaining or rewarding favorable treatment, including influencing a procurement action. Federal law also requires Triune to report any suspected kickback activity. Therefore, in this area of the law in particular, Triune depends on its employees to report to supervisors, or the Chief Compliance Officer any activity of which an employee becomes aware that appears to be kickback, in order to help keep Triune in compliance with the law. Kickbacks can also be illegal even outside the government contract context. Triune's policy forbids kickbacks in any business context.

For employees who place orders or have influence over decisions regarding orders with subcontractors/vendors/suppliers, Triune requires these employees to base all prices, terms, conditions and agreements on sound business judgment. These employees must show no favoritism or preference to anyone at the expense of Triune.

Triune expects all employees to exercise moderation and prudent judgment in offering and receiving gifts to/from other companies. In addition to the prohibition against kickbacks, employees must abide by the following policies:

- The gift may not be in the form of cash, stocks or bonds. No employee may ever offer or receive cash under any circumstances.
- The gift should not be lavish and should not pose a potential embarrassment to Triune.

- The gift must be in accordance with normally accepted business practices (e.g., business lunches, holiday gifts, promotional items), and to the best of our knowledge comply with the customer's corporate policy.
- The gift must be legal and consistent with any generally accepted ethical practices in the governing jurisdiction.
- Employees must report gifts received of a value greater than \$20 to their supervisor or the Chief Compliance Officer.
- Employees wishing to make a gift in excess of \$20 should coordinate those actions with their immediate supervisor or the Chief Compliance Officer before doing so.

To help ensure that Triune does business fairly and impartially, Triune depends on the good judgment of its employees to be sensitive to the provision of meals and other gifts to ensure that they do not constitute kickbacks or otherwise interfere with sound business judgment. Triune expects its employees to anticipate situations that might arise, and to discuss any issues with supervisors or the Chief Compliance Officer.

By these rules, Triune does not intend to eliminate normal business entertainment. However, the cost and nature of the entertainment should be planned and carried out in a way that appropriately and reasonably furthers the business of Triune.

N. Tread Carefully in Political Matters. Triune encourages its employees to become involved in civic affairs and to participate in the political process. You must understand, however, that your involvement and participation must be on an individual basis, on your own time, and at your own expense. Federal law prohibits Triune from donating corporate funds, goods or services, directly or indirectly to candidates for federal office – this includes employee work time. Local and state laws also govern political contributions and activities by corporations. Report immediately to the Chief Compliance Officer or your supervisor any efforts by Triune or coworkers to coerce or influence your decision to make political contributions.

O. Keep Confidential Information Here. In your daily work, you will receive information about Triune, other companies, or individuals that the public does not know. That information is confidential, and unless the information is public knowledge or is required to be disclosed by law, you must not share information outside of Triune. Never use confidential information that you get at work for your personal gain or to give or get an unfair advantage in a personal or competitive business transaction. You may also receive confidential information and data about Triune's business plans, trademarks, projects, revenues, expenses, profits, methods, systems, employee rosters and/or vendor lists. If so, you have access to a trade secret that is Triune's valuable asset, and that, if you disclosed it outside the Company, may harm Triune. For this reason, you may not disclose trade secrets to the public or use them for purposes other than as required in your work at Triune.

P. Maintaining Records and Document Retention. All employees are expected to be familiar with, and conform to, Triune's document retention policy as well as Triune's recordkeeping and reporting procedures. Maintain complete, clear and dated financial

and other records. Triune relies on the trustworthiness and professionalism of your accounting, record keeping and reporting. Never misstate, exaggerate or fabricate files that pertain to Triune's business. The contents of any written communication must be legible and unambiguous. If, after making any communication, correspondence, or record, the employee discovers that s/he has made a mistake, then the employee must take all steps as may be reasonably necessary to correct such mistake. Any employee who knowingly makes a false or misleading communication, correspondence, or record will be terminated.

From time to time, the regular disposal of Triune's records may be suspended for reasons including governmental or Company investigations or legal proceedings. In those instances, affected employees will be advised to refrain from destruction of certain documents until otherwise notified. Do not alter, conceal or destroy any records subject to any such investigation or proceedings unless approved by Triune's Legal Department. Violations could subject you and Triune to civil and even criminal penalties.

Q. Government Relations. Triune is committed to being a good corporate citizen and cooperating with the government. Triune and its employees and contractors must cooperate with appropriate local, state and federal government requests and investigations. In such cases, you must always be honest, and never attempt to conceal, alter or destroy records that may be requested. However, this commitment is not intended to undermine Triune's rights with respect to confidential information. Any notice of government investigation or requests and any matters related to litigation, especially subpoenas, should be promptly referred to the appropriate Triune officers, Director or Legal Department employee to first assess the full nature of Triune's obligations with respect to the request, investigation or litigation.

R. Government Investigations of Business Activities. Triune's policy is to respond promptly and truthfully to, and cooperate fully with, all government investigations. You must refer all written inquiries and requests for document to the General Counsel for response. If a government official makes what appears to be an investigation inquiry by telephone or in a visit or a meeting, Triune expects you to respond cordially that you will contact him or her after consulting with the appropriate Triune personnel. Investigations of this kind are very serious, and the government may consider any response from an employee to be the official position of Triune. As soon as possible after the contact, you should notify a supervisor or the General Counsel of the government's request.

Note that requests from government or contractor personnel performing U.S. Government security clearance background investigations do constitute government investigations into business activities for the purposes of this section.

S. Know the Rules in Government Contracts. If you assist Triune in fulfilling a government contract, know and comply with that contract and the contracting agency's applicable laws, rules and regulations. If you have a question concerning compliance with a government contract, contact your supervisor or the Chief Compliance Officer. Triune will not employ or contract for services with any person who Triune knows was convicted of a criminal offense related to a government program or who Triune knows was debarred or excluded from participating in a government program.

T. Statements & Certifications.

All statements, representations, and certifications made on behalf of Triune, whether written or oral, shall be accurate, truthful, and timely. Under no circumstances may an employee make a false or misleading statement, representation, or certification. Any statements that are false, fictitious, or fraudulent or contain materially false, fictitious, or fraudulent statements or entries, may subject Triune, and or the individual making the statement, to criminal liability punishable by up to 5 years imprisonment, a fine, restitution, and administrative liability through suspension and debarment. In addition, if a false statement is used to get a claim paid, then Triune and/or the individual may be subject to civil liability up to 3 times the amount claimed for payment.

Additionally, employees are routinely required to certify that they and the Triune are in compliance with various contractual provisions and regulatory requirements. Examples of common certifications include certifications, and quality control and quality assurance testing certifications. Employees must be aware of the requirements applicable to their jobs and ensure that all certifications are accurate and that there is neither a material omission of fact or materially misleading statements.

U. Claims.

All requests or demands for payment made on behalf of Triune pursuant to any contract or business agreement shall truthfully and accurately reflect the value of the goods or services provided. Under no circumstances may an employee make a false claim. Examples of false claims include billing extra time not spent working on a project, charging for materials not used in a project, or artificially inflating a claim in order to negotiate additional compensation from the customer. Any claims that are false, fraudulent, or otherwise deceitful may subject Triune, and the individual making the claim, to civil liability up to 3 times the amount of the false claim for payment, criminal liability punishable by up to 5 years imprisonment, a fine, and restitution, and administrative liability through suspension or debarment. Accordingly, any employee who knowingly makes false claims shall be terminated. Additionally, any employee who knows, or reasonably should know, that another employee has submitted, or intends to submit, a false claim and fails to report it to the Corporate Compliance Officer, will be subject to discipline, which may include termination.

V. Commitment to Disadvantaged Business Enterprises.

Triune is committed to full compliance with government sponsored opportunity programs, such as the disadvantaged business enterprise (DBE) program, and maximizing the opportunities of DBEs. As such, Triune will not discriminate on the basis of race, color, national origin, or sex in the hiring of suppliers or subcontractors and will foster an environment in which everyone is treated with respect, trust, honesty, fairness, and dignity. For each government-funded contract, Triune will make good faith efforts to maximize the participation of DBEs in subcontracts and ensure that each DBE is performing a commercially useful function. A DBE is deemed to be performing a commercially useful function if the DBE is responsible for executing the work and carrying out their responsibilities by actually performing, managing, and supervising the work.

V. Special Obligations of the CEO and Certain Financial Officers

The Chief Executive Officer, the Chief Financial Officer, the Chief Accounting Officer, and the Controller have an obligation to ensure that all publicly filed reports and other publications and communications related to Triune's financial condition or results of operations contain full, fair, accurate, timely and understandable disclosures of all material facts.

VI. Internal Control System

It is Triune's policy to fully comply with the terms and provisions of the Internal Control System as outlined in FAR 52.203-13(c)(2)(ii). The complete FAR Internal Control System requirements may be found in the appendix to the Code.

In that regard, Triune will make every reasonable effort not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with Triune's code of business ethics and conduct.

VII. Contractual Mandatory Disclosure Requirement

Pursuant to the provisions of FAR, Triune will disclose violations of certain criminal laws by its principals, employees, agents or subcontractors. Triune will also comply with such provisions by notifying, in writing, the agency office of the Inspector General, with a copy to the Contracting Officer, whenever Triune has reasonable grounds to believe that a principal, employee, agent, or subcontractor of Triune has committed a violation of the Civil False Claims Act or any federal criminal law in connection with the award or performance of a contract or any subcontract thereunder. In addition, Triune shall give full cooperation with any government agencies responsible for audit, investigation or corrective actions.

Suspension and/or Debarment. A contractor may be suspended and/or debarred if a principal of the contractor knowingly fails to timely disclose, in connection with the award, performance or closeout of a government contract performed by the contractor or subcontractor awarded thereunder, credible evidence of: (i) a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; (ii) a violation of the Civil False Claims Act; or (iii) a significant overpayment on the contract, other than overpayments resulting from contract financing payment as defined in FAR 32.001.

A failure to make such timely disclosure constitutes a cause of suspension or debarment for a period of three (3) years after final payment on the contract.

Failure to make "timely disclosure" of credible evidence of a violation or overpayment as a cause of suspension and/or debarment is measured from the date of determination by the contractor that the evidence is credible, or from the effective date of the rule, whichever occurs later. *Accordingly, the violation or overpayment may predate the effective date of the rule (December 12, 2008), in that such violation or*

overpayment may have occurred with regard to any government contract that is still open or for which final payment was made within the last three (3) years.

VIII. Annual Review of Code

This Code will be reviewed by the Chief Compliance Officer on an annual basis to ensure that it is meeting its objectives, is functioning fairly and effectively, and is not unduly burdensome. Please contact the Chief Compliance Officer with any comments, questions or suggestions regarding implementation or improvement of the Code.

IX. Seeking Guidance

You are strongly encouraged to seek clarification of this Code whenever you have a doubt or an uncertainty as to its meaning or application. Ethics rules can be complex and this Code cannot expressly address all situations that may arise. You are free to discuss this Code with your supervisor, but the ultimate source of interpretation is the Chief Compliance Officer. The Chief Compliance Officer is also the individual to address if you feel as though this Code conflicts in some way with any other professional code of ethics to which you subscribe. One of the key functions of the Chief Compliance Officer is to answer questions about the Code and you are encouraged to use this corporate resource. An employee's identity will remain confidential to the extent legally and practically permitted, and you may remain anonymous.

X. Reporting Possible Violations

Triune's policy concerning reporting and investigating possible violations of the Code is as follows. Triune depends on you to be alert and sensitive to situations that could involve suspected violations of this Code. Prompt reporting of suspected violations is ultimately in the best interest of both Triune and the employee or director making the report. If you become aware of a possible violation of the policy, including any illegal practice, you **must** report the suspect activities. The sooner the report is made the better. A report may be made to a supervisor, to any Executive Management Team member, directly to the Chief Compliance Officer, or by using the Triune Ethics Hotline. Your cooperation is vital to the success of our ethics program. The identity of those employees reporting suspected violations will remain confidential to the extent legally and practically permitted, and you may remain anonymous.

Because Triune employees and directors desire to assume the best of their colleagues, because an employee or a director rarely has all the facts, and because ethics rules can be complex, often you will not know whether particular behavior is reportable. In those situations, you are encouraged to raise the matter with a supervisor, an Executive Management Team member, or the Chief Compliance Officer, in order to ensure that you discharge your obligation to report potential ethical violations

All supervisors, Executive Management Team members and directors will abide by an open door policy regarding the reporting of any possible violation of the Code. It is the responsibility of every supervisor, Executive Management Team member and director who receives a report of a possible violation to report that matter to the Chief Compliance Officer.

Contact Information:

Traver Hill, Director of Operations and Compliance Officer
214-503-0549
Email: thill@tmvllc.us.

To the extent legally and practically permitted, your call will be handled with complete confidentiality, and you may remain anonymous. Additionally, any employee may call, without fear of retribution, receive advice or to report compliance concerns. Reports made on the Triune Ethics Hotline may be made anonymously.

THE ETHICS HOTLINE PHONE NUMBER IS 214-303-6640

XI. Response to Reports

The Chief Compliance Officer is responsible for the review, investigation, and response to all reported possible Code violations. The Chief Compliance Officer will keep the Leadership Council apprised of all substantiated reports of suspected violations, and may consult with one or more Executive Management Team members in the course of reviewing, investigating, and responding to such reports. The response to a report of a suspected unethical or illegal practice will consist, in every instance, of a review and/or investigation of the report. The scope and nature of the review or investigation and report will depend on the nature of the possible violation and other facts relevant to the matter at hand. The Chief Compliance Officer then will report his or her findings, conclusions, and recommendations to at least one Executive Management Team member, and the Chief Compliance Officer, together with the Executive Management Team member, will decide what actions to take. If the report relates to an officer, the Chief Compliance Officer will also report his or her findings, conclusions and recommendations to the Governance Committee and consult with the Governance Committee on what actions to take. The actions will include any steps necessary to correct or prevent any actions judged to be illegal, unethical, or otherwise unwarranted. No waiver of the Code for an executive officer or director is permitted.

If after thirty (30) days, you do not believe that your report of a violation has been responded to sufficiently, you should contact Vince Fudzie, CEO, by emailing to vfudzie@tmvllc.us.

XII. Disciplinary Action

You should recognize that it is in our collective interest that Triune treat any violation of the Code with the utmost seriousness. Triune will take disciplinary action against any individual who participates in, authorizes, condones, or conceals actions that violate these standards.

Triune will also take disciplinary action against any supervisor, Executive Management Team member or director who:

- Fails to notify the Chief Compliance Officer of a report of a violation; or

- Retaliates against an employee who reports a violation of these standards.

Violations of this Code may result in one or more of the following actions:

- Verbal Warning or Written Reprimand
- Probation
- Demotion
- Reduction in Pay
- Suspension
- Termination of Employment or Removal as a Director
- Damage or Loss Reimbursement
- Referral for Civil Action or Criminal Prosecution

XIII. Training and Communication

Ethics, Compliance and Business Conduct training is a cornerstone of the Triune Compliance program and is administered as part of new employee orientation. An Ethics and Compliance training program has been created for managers and employees. Effective Ethics and Compliance communications are accomplished through formal training, as well as publications, the Triune website and live presentations. All Triune employees and managers are required to complete the appropriate training and to certify that they understand the contents of this Code.

XIV. Other Policies

Triune's Employee Handbook supplements many of the obligations in this Code. You may obtain a copy of this Handbook from the Chief Compliance Officer.

XV. Compliance with New Federal Acquisition Regulation Regarding Contractor Business Ethics Compliance Programs and Disclosure Requirements

Two new clauses became effective on December 24, 2007. These new clauses are very important to all federal government contractors and they mandate the preparation of a **Contractor Code of Business Ethics and Conduct (FAR 52.203-13)** and the **Display of Hotline Poster(s) (FAR 52.203.14)** if a contractor receives an award in excess of \$5 million and with a period of performance of at least 120 days. This is yet another example of the unending criminalization of the federal procurement process that makes it very risky for any contractor to do business with the federal government unless the contractor keeps up-to-date on the rules.

In addition to the above, on November 12, 2008, the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council issued a final rule amending the FAR that: i) imposes a requirement on government contractors to timely disclose to the government possible violations of criminal law or violations of the civil False Claims Act whenever a contractor has "credible evidence" of such violations; (ii) adds as a ground for suspension and/or disbarment a contractor's failure to disclose such possible violations or significant overpayments by the government; and (iii) imposes additional

requirements on contractor codes of business ethics and conduct, business ethics awareness and compliance programs, and internal control systems.

Particular attention should be given to the following requirements in dealing with government contracts:

- An amendment to the general standards of responsibility to include comments regarding the contractor's record of integrity and business ethics in past performance evaluations and information on the contractor's compliance with the new clauses.
- Mandatory reporting by contractors and subcontractors of violations of the Civil False Claims Act or any federal criminal laws in connection with the award or performance of any government contractor or subcontractor to the agency Inspector General and the contracting officer.
- Debarment or suspension for a knowing failure to timely report a) overpayment on a government contract, or b) violation of the Civil False Claims Act or any federal criminal law in connection with the award or performance of any government contract or subcontract.
- Flow down requirements applicable to certain subcontracts.
- Within 30 days of contract award, contractors shall have adopted a written code of business ethics, provide a copy of the code to each employee engaged in performance of the affected contract and promote compliance with its code of business ethics and conduct. The contracting officer may extend that 30 day period. Exceptions include a contract less than \$5,000,000 and a performance period of less than 120 days or if the contract will be performed entirely outside of the United States.
- Pursuant to FAR 52.203-13(c)(2)(ii), an Internal Control System shall:
 - (ii) At a minimum, the Contractor's internal code system shall provide for the following:
 - (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
 - (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
 - (C) Periodic reviews of Company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including –
 - (1) Monitoring and auditing to detect criminal conduct.
 - (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

- (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
- (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
- (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or Subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the Civil False Claims Act (31 U.S.C. 3729-3733).
 - (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
 - (2) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as a Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
 - (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
 - (4) The Government will safeguard such disclosures in accordance with Paragraph (b)(3)(ii) of this clause.
- (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

- Within 90 days of contract award (unless extended by the contracting officer), contractors shall establish an ongoing business ethics awareness program and internal control system that is suitable to the size of the company and extent of its involvement in Government contracting and facilitates timely discovery of improper conduct and ensure corrective measures are instituted.

- Applicable federal agency fraud hotline posters must be displayed unless the contractor has implemented a business ethics and awareness program, including a reporting mechanism. If contractor has not implemented a program, contractor shall prominently display agency hotline posters identified by contracting officer in common

work areas in business segments performing work under contract and post an electronic version on the company website.

- All contractors are required to flow down these clauses to subcontracts exceeding \$5,000,000. Purchase orders on construction projects are considered subcontracts for the purpose of these regulations. The FAR Council stated that the prime contractor is not required to judge or monitor the subcontractor's program – just check for existence of the program.

When dealing with government contracts, all Triune employees shall comply with the terms and conditions of FAR and, in particular, the new provisions regarding Contractor Business Ethics Compliance Programs and Disclosure Requirements.

FAR consists of approximately 2000 pages. Due to its volume and the fact that it is updated often, a link to FAR will be provided on Triune's portal. For your convenience in accessing FAR, a link to a detailed Index is also posted on Triune's portal. This Index is designed to allow you to search specific topics by Subject/Keyword and will direct you to the appropriate FAR provision. This Index is approximately 145 pages in length. [NOTE: Please consider the environment before printing these documents in their entirety.]

For your convenience, certain FAR provisions referenced in this Code are shown below.

52.203-7 Anti-Kickback Procedures.

As prescribed in [3.502-3](#), insert the following clause:

ANTI-KICKBACK PROCEDURES (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 ([41 U.S.C. 51-58](#)) (the Act), prohibits any person from—

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

52.203-13 Contractor Code of Business Ethics and Conduct.

As prescribed in [3.1004](#)(a), insert the following clause:

CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)

(a) *Definitions.* As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person 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).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR [2.101](#). The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any

other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

52.203-14 Display of Hotline Poster(s).

As prescribed in [3.1004\(b\)](#), insert the following clause:

DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

<i>Poster(s)</i>	<i>Obtain from</i>
_____	_____
_____	_____

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

52.204-8 Annual Representations and Certifications.

As prescribed in [4.1202](#), insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xi) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.219-19](#), Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) [52.219-21](#), Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (iv) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (v) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (vi) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

___ (vii) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (viii) [52.223-13](#), Certification of Toxic Chemical Release Reporting.

___ (ix) [52.227-6](#), Royalty Information.

___ (A) Basic.

___(B) Alternate I.

___ (x) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 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 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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 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 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 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 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.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent 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.

(2) 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, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent 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 51 percent 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 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent 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 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small

Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, 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 Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, 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 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 the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror 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 Federal agency;

(2) Have, 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 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 (h)(2) of this clause; and

(4) Have, have not, within a three-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.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product **Listed Countries of Origin**

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror 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 this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (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 contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (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 contract 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 contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

Alternate I (Apr 2002). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

XVI. Implementation/Acknowledgment

Triune believes in and adheres to this Code and requires you to read, use and adhere to the Code as well. In fact, abiding by its standards is a condition of your employment with Triune. Any actions that violate this Code may also violate various laws and could subject Triune and even individual employees to serious legal consequences. Consequently, any employee who does not adhere to the standards of Triune's Code or who fails to abide by applicable laws or regulations will be subject to appropriate discipline, including but not limited to immediate dismissal. Discipline also may be imposed for any supervisor who encourages or ignores violations or fails to detect a violation he or she should have detected, or for any employee who is aware of a violation of this Code or the law and fails to report it in a timely fashion.

Failure to read the standards in this Code does not exempt an employee from his or her responsibility to comply with the Code and the laws.

To ensure that you are always aware of the current Code, Triune:

1. Provides you with the current form of this Code when you start working at Triune. You must sign a document stating that you have read and understand the Code, and that you agree to work under the Code rules. Triune will keep that document in your employee file.
2. Posts the Code on www.tmvllc.us under the link *Contractor Code of Business Ethics and Conduct*.
3. Posts the Code in a prominent place at each jobsite thereby making it available to each employee engaged in the performance of a government contract.

Thank you for taking the time to carefully review this Code. With your assistance, Triune will carry on the business of continuing to grow as one of the oldest and most respected corporations.

I acknowledge that I have received, reviewed and understand Triune's Contractor Code of Business Ethics and Conduct. I agree to strictly comply with this Code and understand that I will be subject to disciplinary action if I violate the Code.

Printed Name

Date

Signature