

## VALERO SUPPLEMENT 2, GOVERNMENT CONTRACT REPRESENTATIONS AND CERTIFICATIONS

This Valero Supplement 2, Government Contract Representations and Certifications (“Valero Supplement 2”), applies to the purchase of materials and/or services by Valero and/or its affiliates (collectively or singularly, as the context requires, “Valero”) from the company (“Company” or “Subcontractor”) providing such materials and/or services to Valero under the subject contract/agreement (“Agreement” or “Subcontract”)

making any of the specific representations or certifications set forth herein. If, at any time during the term of the Agreement, any representations or certifications become inaccurate or incomplete or, to the extent applicable, any previously provided supplemental information becomes inaccurate or incomplete, then Company shall promptly submit to Valero a signed certification of this Valero Supplement 2 with supplemental information detailing the circumstances that prevent Company from making any of the specific representations or certifications set forth herein. To the extent applicable, upon completion of this Valero Supplement 2 (whether initially or as an update) with any supplemental information, an authorized representative of Company shall sign this Valero Supplement 2 with such supplemental information and return the entire document to Valero in the manner directed by Valero. Without limiting any other right or remedy set forth herein, the failure of Company to comply with any provision in this paragraph shall be a material breach of the Agreement and Valero may terminate the Agreement and/or exercise any other remedy under the Agreement, at law, or in equity, as a result of such material breach.

Except as otherwise noted below, the following changes to the Federal Acquisition Regulation (“FAR”), Defense Federal Acquisition Regulation Supplement (“DFARS”), Defense Logistics Agency (“DLA”),

Where the provisions of FAR 52.219-8, Utilization of Small Business Concerns, and FAR 52.219-9, Small Business Subcontracting Plan, are included in the Agreement, Company shall provide its subcontracting plan, certifications, and required reports using the Electronic Subcontracting Reporting System at <http://esrs.gov> (“eSRS”) in accordance with such provisions. Company shall flow down such provisions, including the requirements to flow down such provisions, to its contractors and subcontractors, as applicable.



- 2) **DFARS 252.203-7005. Representation Relating to Compensation of Former Department of Defense (“DoD”) Officials (November 2011).** Company represents, to the best of its knowledge and belief, that all Covered DoD Officials employed by or otherwise receiving compensation from Valero, and who are expected to undertake activities on behalf of Valero for any resulting United States government contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 C.F.R. parts 2637 and 2641, including FAR 3.104-2. The term “Covered DoD Official” is defined in DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.
- 3) **FAR 52.222-41. Service Contract Labor Standards (August 2018) (41 U.S.C. chapter 67).** Company certifies that neither it nor any person or firm who has a substantial interest in Company is a person or firm ineligible to be awarded a United States government contract by virtue of the sanctions imposed under 41 U.S.C. 6706. No part of the Agreement shall be subcontracted to any person or firm ineligible for award of a United States government contract under 41 U.S.C. 6706.
- 4) **DFARS 252.209-7002. Disclosure of Ownership or Control by the Government of a Terrorist Country (June 2010).** Company certifies that the government of a terrorist country does not have a significant interest in Company or a subsidiary of Company. In the event such certification is untrue or becomes untrue, the Agreement may be canceled immediately by Valero.
- 5) **FAR 52.222-50. Combating Trafficking in Persons (January 2019) (22 U.S.C. chapter 78 and Executive Order 13627).** Company certifies that (a) it has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of FAR 52.222-50 and to monitor, detect, and terminate any agent, subcontract, or subcontractor employee engaging in prohibited activities; and (b) after having conducted due diligence, either: (i) to the best of Company’s knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or (ii) if abuses relating to any of the prohibited activities identified in paragraph (b) of FAR 52.222- 50 have been found, Company or subcontractor has taken the appropriate remedial and referral actions.
- 6) **DFARS 252.209-7002. Disclosure of Ownership or Control by a Foreign Government (June 2010).** No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the United States Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a). Company certifies that it is not a company controlled by a foreign government, as defined below, requiring access to proscribed information to perform the Agreement. For/ M



shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services. If Company did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, or the paragraphs immediately above, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), Company shall, at the end of the calendar quarter in which the change occurs, submit to Valero's Purchasing Representative within thirty (30) days an updated disclosure using OMB Standard Form LLL, in addition to any required submission to the United States government.

- 11) **Certification Regarding Responsibility Matters (Executive Order 12689).** Company certifies, to the best of its knowledge and belief, that Company and/or any of its principals
- a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any United States government agency;
  - b) have not within a three (3) year period preceding the Agreement, been convicted of, or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or



14) **Restricted Business Operations in the Country of Sudan.**

- b) The representation and certification requirements of paragraph (2) above do not apply if (i) this solicitation includes a trade agreements certification (e.g., FAR 52.212-3(g) or a comparable agency provision); and (ii) Company has certified that all the offered products to be supplied are designated country end products.

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

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

Company's signature below applies to all provisions above in this Valero Supplement 2 subject to the Company's Supplemental Information set forth in Attachment 1.

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





ATTACHMENT 1

Company's Supplemental Information  
(see attached)