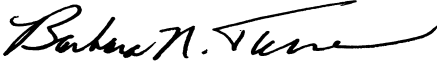


<b>URC-CHS</b> <b>POLICY AND PROCEDURE</b>	Policy Title: <b>Ethics and Standards of Conduct</b>
	Policy Number: Supersedes version: January 2, 2002
	<b>Revised Date: January 2, 2008</b>
	Approved: Barbara N. Turner 

### POLICY

It is the policy of this Company to provide employees with written guidelines on Company Ethics and Standards of Conduct

### SCOPE

This policy covers all employees.

### POLICY PROVISIONS/ADMINISTRATION

#### **A. CORPORATE CODE OF ETHICS**

The Company, through the combined diligence of its owners, officers and employees, maintains the highest standards of honesty and integrity in the conduct of all business and professional relations. The Company's standards are based upon its instruction, acceptance, counseling, and self-governance of the following basic principles:

- To comply with the laws of the United States of America and those of its states, territories and local governments in which the Company conducts business;
- To maintain and promote proper "arm's length" dealings in its business relationships and guard against organizational and personal conflicts of interest;
- To protect, maintain, respect and conserve all Government/client, Corporate, Subcontractor and personal property/resources entrusted or accountable to the Company;
- To treat with dignity, respect and fairness all individuals within the Company, its client organizations and its business associates;

- To provide the finest quality of service and professional expertise to all Company clients consistent with assigned resources and negotiated agreements;
- To abide by and respect the laws, regulations and customs of the foreign governments and international communities in which the Company conducts business to the extent that they are not inconsistent with the laws of the United States Government;
- To report and account for all Corporate and individual monetary transactions involving the conduct of business accurately, completely and equitably and in compliance with applicable laws, regulations and administrative agreements; and
- To advocate an atmosphere of fair and open interrelationships within the working environment through compliance with Corporate Regulations and the endorsement and dedicated maintenance of an effective monitoring system over all aspects of this code.

## **B. STANDARDS OF EMPLOYEE CONDUCT**

All employees are required to adhere to the following Standards of Employee Conduct in support of the Corporate Code of Ethics.

- a. Employees shall strive at all times to conduct the Company's business in strict compliance with all applicable laws, regulations, ordinances, governmental requirements and contractual directives. Employees shall not participate in, encourage, or condone the use of gratuities, gifts, favors, bribes, "kick-backs" or any other form of improper payment or inducement that may give the appearance of attempting to influence the business decisions of clients, subcontractors or business associates.
- b. It is the duty of all employees to respect and honor the laws of the United States of America in all of their business and personal dealings. Proper conduct reflects integrity not only on themselves, but also on the affairs and reputation of the Company.
- c. No employee shall have in their possession for use or distribution any illegal drug or substance of any kind.
- d. Every employee has the obligation to hold loyal the best interest of the Company. Outside business and personal relationships cannot interfere with or give the appearance of influencing the employee's conduct or Company business. Employees will report to their division director or a company officer any share or interest held by the employee, his/her spouse, or resident dependents in any company that does business with the Company or benefiting from Company activities.

- e. No employee shall misuse, waste, improperly dispose of or appropriate for their own personal use any form of equipment, furniture, furnishings, supplies, data, software or other personal property that is accountable to the Company for use in the conduct of Company business.
- f. Employees shall be honest and fair in their treatment of others. Every employee has the right to expect fair and professional treatment in their conduct of business, without prejudice or bigotry.
- g. Employees shall perform their assigned work in a manner that reflects the high standards of performance established by the Company to ensure the timely delivery of all required services within the designated project resources.
- h. All employees and Company representatives working outside of the United States of America shall comply with and respect local laws, governmental directives and social customs to the extent that they do not conflict with the laws of the United States of America. As representatives of the Company and the United States, employees are expected to observe all local laws for as long as they are a resident within the foreign jurisdiction, both at home and at their place of business.
- i. To report and account for all Corporate and individual monetary transactions involving the conduct of Company business accurately, completely and equitably and in compliance with applicable laws, regulations and administrative agreements.
- j. Employees shall be honest and open in all matters involving the expenditure and reimbursement of Company funds. Travel vouchers and reimbursement requests shall be completed honestly and in accordance with all applicable travel regulations. Time sheets shall be completed accurately and properly in terms of hours spent and projects charged. Employees shall not knowingly submit false or improper statements concerning their use or disposition of Company funds.
- k. Employees shall respect and comply with Company policies and all principles embodied by the Company Code in the conduct of Company business.

**C. REPORTING AND DISCLOSURE**

Any employee who acquires information concerning violations of the policy will promptly report such information to their immediate supervisor and the division director. Officers and senior managers will report the information promptly to the Vice President for Contracts and Grants Administration and the President.

**D. COMMUNICATION AND TRAINING**

The company will conduct annual training on the policy. The policy will be reviewed and updated annually. All new hires will receive a copy of the policy and a briefing on its provisions.

**E. INTERNAL CONTROL SYSTEM**

The Company has established company and departmental policies and procedures to ensure the control and continual review of administrative, contractual and financial performance. All regular business transactions are documented in compliance with company policies and procedures daily, weekly and/or monthly and reviewed by officials at the project, divisional, and operational levels of the company. Recurring monthly reports and business transactions are reviewed at two tiers: division director and Vice President or above and subject to periodic internal audits and annual audits with an external specialty accounting firm.

**F. VIOLATION CONSEQUENCES**

The Company's primary interest is in preventing violations of the Code of Ethics and Standards of Employee Conduct and communicating that violations are not tolerated or condoned. Violations of the policy are grounds for progressive discipline or dismissal of employees who authorize or participate in a violation of the policy; employees who fail to report a violation of the policy; employees who deliberately withhold relevant and material information concerning a violation of the policy; and the violator's managerial supervisors, to the extent that the circumstances of the violation reflect inadequate leadership.

<b>URC-CHS</b> <b>POLICY AND PROCEDURE</b>	Policy Title: <b>Confidentiality &amp; Non-Compete Agreement</b>
	Policy Number: Supersedes version: January 2, 2002
	Re-issuance Date: January 2, 2008
	Approved: Barbara N. Turner

**POLICY**

It is the policy of this Company to protect URC proprietary information, therefore, each employee is required to sign a Confidentiality and Non-compete Agreement.

**SCOPE**

This policy covers all employees.

**POLICY PROVISIONS/ADMINISTRATION**

**A. ADMINISTRATION**

The Human Resources (HR) Department provides each new employee with a copy of the Confidentiality and Non-compete Agreement form “Standard Clauses” (Figure 28) prior to commencing work.

**PURPOSE**

The Agreement states the employee will protect the trade secrets and other proprietary and confidential information of the Company. It also sets out the Company’s right to certain inventions by the employee, in order to assure the Company’s ability to continue its business and furnish employment to its employees.

**(Figure 28)**  
**Confidentiality and Non-compete Agreement**  
**“Standard Clauses”**

As a condition of employment in this firm, all employees of University Research Co., LLC, (URC) and its affiliate, the Center for Human Services (CHS), are required to sign this Agreement indicating their understanding and acceptance as it relates to their employment.

The employee will neither offer nor promise his or her professional services for hire to any public or private agency, organization, institution, company group or individual during the period of employment without prior notice to, and prior written approval of the President of URC/CHS. This does not preclude negotiations with another organization for the purpose of obtaining another regular full-time or part-time job in place of the URC/CHS position, a teaching assignment or unrelated part-time work. However, this provision does prohibit the use of the employee’s name, either orally or in writing, by or for another organization seeking to obtain some advantage, such as a contract, through the use of the employee’s name—unless the President of URC/CHS approves such a procedure in writing.

The employee will not perform professional services or consultation for any other organizations or government entity for pay or pro bono without written approval of the President of URC/CHS.

The employee will not disclose, discuss, or make available the contents of any materials (proposals, policies, training materials, etc.) developed by URC/CHS for its own use or its clients’ use, to representatives of any other organization (besides the organization for which the material was developed) for a period covering the employee’s employment with URC/CHS and the succeeding twelve months. All work products developed by the employee for URC/CHS or its clients are the property of URC/CHS.

The employee, in accepting the position, releases URC/CHS and its affiliates to use any photograph of the employee taken in the course of work for educational or promotional purposes.

The employee certifies that s/he does not hold a civilian office or position (including a temporary, part-time, or intermittent position), of the Government of the United States (including a government corporation and a non-appropriated fund instrumentality under the jurisdiction of the armed forces) or in the Government of the District of Columbia; and that s/he will not receive or agree to receive, directly or indirectly, any compensation for any service rendered or to be rendered, either by the employee or another, in relation to any proceeding, contract, claim, controversy, charge, accusation, arrest, or other matter in which the United States is a party or directly or indirectly interested, before any department, agency, court, martial, officer, or any civil, military or naval commission. The employee agrees to notify URC/CHS in writing before s/he undertakes any such consulting or employment relationship with the Federal Government or with the Government of the District of Columbia.

In the event of a breach, threatened breach or inevitable breach by the employee of the above provisions, URC/CHS shall be entitled to an injunction restraining the employee from committing such breach, either in whole or in part. Nothing herein shall be construed as prohibiting URC/CHS from pursuing any other remedies available to URC/CHS for such breach, threatened breach or inevitable breach, including the recovery of damages from the employee.

Employee Signature

As Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_

<b>URC-CHS</b> <b>POLICY AND PROCEDURE</b>	Policy Title: <b>Nepotism</b>
	Policy Number: Supersedes version: January 2, 2002
	Re-issuance Date: January 2, 2008
	Approved: Barbara N. Turner

**POLICY**

It is the policy of this Company to ensure the integrity of the supervisor/employee relationship.

**SCOPE**

This policy covers all employees.

**POLICY PROVISIONS/ADMINISTRATION**

**A. GENERAL**

At no time is an employee allowed to be in a position of personnel decision-making authority, either directly or indirectly, over a relative. Relatives under this policy include an employee's spouse, domestic partner, parents (including grand-, step-, foster-, and in-laws), siblings (including step-, foster-, and in-laws), children (including grand-, step-, foster-), aunts, uncles, nieces, nephews and cousins.

**B. EMPLOYEE DATING, MARRIAGE OR DOMESTIC PARTNERSHIP**

The existence of an intimate personal relationship between two employees in which one has direct or indirect personnel decision-making authority over the other is not allowed. This situation will require the transfer of supervision of the subordinate to another appropriate supervisor; the transfer of one of the employees to another project, department, or business unit; or one of the employees to leave the Company's employ.

<b>URC-CHS</b> <b>POLICY AND PROCEDURE</b>	Policy Title: <b>Procurement Integrity</b>
	Policy Number: Supersedes version: January 2, 2002
	Re-issuance Date: January 2, 2008
	Approved: Barbara N. Turner

### POLICY

It is URC policy to comply fully and unequivocally with the Federal Government’s requirements regarding “Procurement Integrity.” Further, it is URC policy to have in place procedures and practices that will assure that all certifications of such compliance are valid and appropriate.

### SCOPE

This policy applies to all operation units of URC conducting business with the United States Government. It applies predominantly to URC personnel and consultants participating personally and substantially in the pre-proposal, proposal, and negotiation phases of procurement actions.

### POLICY PROVISIONS/ADMINISTRATION

#### **A. BACKGROUND**

1. **“Procurement Integrity”** refers to Section 27 of the Office of Federal Procurement Policy Act of 1988 (41 U.S.C. 423), as amended by Section 814 of the FY 90/91 National Defense Authorization Act, Pub. L., 101-189, and Section 815 of the 1991 National Defense Authorization Act, Pub. L. 101-510 (hereinafter referred to as “the Act”). The Act prohibits certain activities by competing contractors and government procurement officials during the conduct of federal agency procurement. In general, these prohibited activities involve soliciting or discussing post-government employment, offering or accepting a gratuity, or soliciting or disclosing proprietary or source selection information. The Act also contains certification and disclosure provisions applicable to both contractors and government officials, and provides for severe criminal, civil, administrative, and contractual penalties for violations of the Act.
  
2. This policy summarizes much of the Act and implementing regulations (FAR 3.104). However, the Act and the FAR are controlling: decisions regarding certifications and/or prohibited conduct will be made in terms of the statutory language.



3. This policy summarizes much of the Act and implementing regulations in the FAR. However, the Act and the FAR are controlling: decisions regarding certifications and/or prohibited conduct will be made in terms of the statutory language.

## **B. CORPORATE RESPONSIBILITIES**

The President shall have the overall responsibility for implementation of the requirements of the Act and is designated the signatory of the Company “Certificate of Procurement Integrity.”

## **C. REQUIREMENTS**

### **1. Prohibited Conduct**

#### **Subsection 27(a) of the Act: Prohibited Conduct by Competing Contractors**

The Act, as implemented in the Federal Acquisition Regulation (FAR) requires, among other things, that during the conduct of any federal agency procurement of property or services, no competing contractor or any officer, employee, representative, agent, or consultant of any competing contractor shall knowingly:

- Make, directly or indirectly, any offer or promise of future employment or business opportunity to, or engage, directly or indirectly, in any discussion of future employment or business opportunity with any procurement official of such agency;
- Offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any procurement official of such agency; or
- Solicit or obtain, directly or indirectly, from any officer or employee of such agency, prior to the award of a contract, any proprietary or source selection information regarding such procurement.

#### **Subsection 27(b) of the Act: Prohibited Conduct by Procurement Officials**

During the conduct of any federal agency procurement of property or services, no procurement official of such agency shall knowingly:

2. Solicit or accept, directly or indirectly, any promise of future employment or business opportunity from, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any officer, employee, representative, agent, or consultant of a competing contractor;
2. Ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value from any officer, employee, representative, agent or consultant of any competing contractor for such procurement; or

3. Disclose any proprietary or source selection information regarding such procurement, directly or indirectly, to any person other than a person authorized by the head of such agency or the contracting officer to receive such information.

**Subsection 27(d) of the Act: Disclosure to Unauthorized Persons**

During the conduct of any federal agency procurement of property or services, no person who is given authorized or unauthorized access to proprietary or source selection information regarding such procurement, shall knowingly disclose such information, directly or indirectly, to any person other than a person authorized by the head of such agency or the contracting officer to receive such information.

**Subsection 27(f) of the Act: Restrictions on Government Officials and Employees**

No individual who, while serving as an officer or employee of the government or member of the Armed Forces, was a procurement official with respect to a particular procurement may knowingly:

- Participate in any manner, as an officer, employee, agent, or representative of a competing contractor, in any negotiations leading to the award, modification, or extension of a contract for such procurement, or
- Participate personally and substantially on behalf of the competing contractor in the performance of such contract, during the period ending 2 years after the last date such individual participated personally and substantially in the conduct of such procurement or personally reviewed and approved the award, modification, or extension of any contract for such procurement.

**D. DUTY TO INQUIRE**

**1. Employment Discussions**

A competing contractor shall not be considered to have knowingly violated the prohibitions set forth in subsection 27(a) (1) of the Act if the contractor has made an inquiry in good faith of the possible procurement official and has been advised that the individual is not a procurement official for any procurement for which the contractor is or is reasonably likely to become a competing contractor or is advised that the procurement official has been excused from participation in the procurement.

Before engaging in any discussion of possible employment or business opportunity with any Federal Government employee or contractor employee giving procurement advice to a federal agency, URC personnel must first inquire if that person is a procurement official. If that person answers affirmatively, URC personnel must then determine from a URC officer if URC is or is reasonably likely to become a competing contractor for any particular procurement for which that individual is a procurement official.

Engaging in prohibited employment discussions is a violation of Procurement Integrity and must be reported in the Company certification. URC personnel must report any concerns regarding possible improper employment discussions to their Vice President and Division Director or the President.

2. **Proprietary and Source Selection Information**

A competing contractor shall not be considered to have knowingly violated the prohibitions in subsections 27(a)(3) of the Act if, before proprietary or source selection information was solicited or obtained, the contractor had made an inquiry in good faith of the contracting officer regarding whether the information was proprietary or source selection information, and had been advised by that individual that it was not.

No person who is given authorized or unauthorized access to proprietary or source selection information shall be considered to have knowingly violated subsection 27(d) of the Act if, before the disclosure of such information, the contracting officer in response to a good faith inquiry has indicated that the intended recipient is authorized to receive the information.

Soliciting or obtaining or disclosing proprietary or source selection information during a procurement is a violation of Procurement Integrity and must be reported in the Company certification. URC personnel must report any concerns regarding possible improper management of information to their Vice President/Division Director or the President. Only the URC Contracts Officer or the President is authorized to make a good faith inquiry of the contracting officer concerning the nature of any particular information.

3. **Disclosure**

URC must disclose to the government any violations or possible violations of the Act on the part of its employees or representatives, including consultants, or on the part of any government official involved personally and substantially in the conduct of procurements.

4. **Certification**

a. Federal agencies may not award a contract or issue a contract modification unless the officer or employee of such contractor, responsible for the offer or bid for such contract, or the modification or such contract:

- Certifies in writing to the contractor officer responsible for the procurement that, to the best of his or her knowledge and belief, such officer or employee of the competing contractor has no information concerning a company or corresponding government violation or possible violation; or

- Discloses to such contracting officer any and all such information and certifies in writing to such contracting officer that any and all such information has been disclosed; and
- b. Certifies in writing to such contracting officer that, to the best of his or her knowledge and belief, each officer, employee, agent, representative, and consultant of such competing contractor who, on or after December 1, 1990, has participated personally and substantially in the preparation or submission of such bid or offer, or in such modification of such contract, as the case may be, has certified to such competing contractor that s/he:
  - is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR; and
  - will report immediately to the officer or employee of the competing contractor responsible for the offer or bid for any contract or the modification of such contract, as the case may be, any information concerning contractor or government violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act occurring on or after December 1, 1990, as implemented in the FAR.

Accordingly, individuals significantly involved in pre-proposal, proposal, and/or negotiation activity shall be required to provide personal certifications in support of the Company certification (See Section D, #4, below).

5. **Subcontract Implementation**

Neither the Act nor the implementing regulations require subcontractor certification; however, both the Act and the implementing regulations apply to subcontractors in virtually every other respect, particularly with regard to prohibited conduct and disclosure of violations.

6. **Certification Criteria**

The certification requirements of the Act apply to new contracts in excess of \$100,000 awarded on or after December 1, 1990, and to any contract modifications in excess of \$100,000 executed on or after December 1, 1990. Contract modifications, for the purpose of certification, do not include those modifications reflecting changes within the scope of existing contracts. While not applying to orders under Indefinite Delivery–Indefinite Quantity type contracts (IDIQ), the certification requirements do apply to the basic contract if the total value of orders to be placed under it is expected to exceed \$100,000.

7. **Certification Form**

The required forms of the Company “Certificate of Procurement Integrity” are included in this policy and maintained in corporate operational units. If requested, the certification is to be submitted to the contracting office responsible for the contract action as a precondition of a contract award or contract modification.

The “Individual Certification of Procurement Integrity” form inclusive in Required Endorsements is provided to the new employee or consultant (page 165) and required to be returned to Human Resources prior to the individual receiving compensation.

8. **Timing of Certification Submittal**

The timing of submittal of Company certification shall be as follows:

- a. Contracts resulting from a Request for Proposal (RFP) by the successful offer or—as close as practicable, but in no event later than contract award.
- b. Sealed Bids—with the bid submission or with second-step submission in the case of two-step sealed bids.
- c. Contract Modifications—prior to execution.
- d. Letter contracts—prior to award and prior to contractual changes made definite.
- e. Other Procurement Actions—prior to award or execution.

## **E. PROCEDURES**

The following sections provide specific direction designed to satisfy within URC the procedural requirements of the Act and its FAR implementation.

### **1. Training**

The President is responsible for establishing and maintaining the requisite program to satisfy training requirements of the regulations, and for developing, in that process, the criteria for determining which functions and which individuals within such functions will be required to execute individual certificates in support of Company certificates.

### **2. Company Certification**

The President is responsible for the proposal and will be the signatory of the Company "Certificate of Procurement Integrity." (See page 165.)

The initial set of individual certifications will be obtained by Human Resources (HR) from every URC employee and an "Individual Certification (non-employee)" from each URC consultant.

### **3. Specific Procurement Certification**

URC will obtain an Individual Certification of Procurement Integrity for all applicable programs from all participants, including consultants, making a personal and substantial contribution to the specific procurement action.

### **4. Individual Certification Management**

The contract person assigned to a business opportunity (pre-proposal through negotiation phases) shall, at the earliest possible time, identify those personnel, including consultants, expected to participate personally and substantially in specific proposal activities and familiarize them with the Act and the implementing regulations, inform them of their specific responsibilities under the Act and the regulations and obtain from them an Individual Certificate of Procurement Integrity.

The same contracts person shall, just prior to the end of the procurement cycle, validate that all personnel, including consultants, who have been personally and substantially involved in pre-proposal, proposal or negotiation activity conducted in connection with that specific procurement have certified that they are unaware of any:

- Violations or possible violations, or, if violations or possible violations are disclosed, report such disclosure(s) to the person responsible for executing the Company certifications.
- The same contracts person shall submit the signed Company certification to the contracting officer.
- The same contracts person shall maintain a copy of the Company certification in the official contract file.
- The same contracts person shall obtain the certifications required under #4 above and maintain the certificates in the respective proposal file.
- The cognizant Contracts Officer shall maintain the original copies of all individual certifications for a period of 6 years from the date such certifications are executed.

#### **F. NOTIFYING URC HEADQUARTERS**

1. If, in the execution of the “Individual Certification of Procurement Integrity” form, a prospective or new employee or consultant states that s/he is or was a “Procurement Official” and specifically identifies the procurement activities, the HR Manager shall forward the information to the President for review, comment and concurrence, prior to the forwarding of an offer of employment to the prospective new hire.
2. In the event of the disclosure of any violations or suspected violations of the Procurement Integrity provision of the Act or regulations, the certifying URC official shall defer certification action submittal and immediately notify the President as to the detail of any such violation or suspected violation.

#### **G. PENALTY PROVISIONS**

The Act provides for administrative, contractual, civil, and criminal penalties—applicable to contractors and government employees—should violations occur.

1. **Administrative and Contractual:** Depending on when a violation is discerned, the government may take appropriate action including:
  - Cancel procurements
  - Disqualify offerers
  - Profit recapture
  - Void or rescind contracts
  - Suspend or debar contractors

2. **Civil**

- \$100,000 in the case of an individual
- \$1,000,000 in the case of a competing contractor

3. **Criminal:** individuals may be imprisoned for not more than 5 years, or fined, or both.

## **H. DEFINITIONS**

The following definitions are essential to achieving full understanding of and compliance with the Act, the regulations that implement the Act, and this Policy.

1. **Competing Contractor**

“Competing Contractor” means any entity that is, or is reasonably likely to become, a competitor for or recipient of a contract or subcontract and includes the incumbent contractor in the case of a modification adding or extending work that is outside the general scope of an existing contract, except that certification requirements do not extend to subcontractors.

2. **During the Conduct of Federal Agency Procurement**

“During the conduct of federal agency procurement” means the period beginning on the earliest date upon which an identifiable, specific action is taken for the particular procurement and concluding upon the award or modification of a contract or the cancellation of the procurement, and included the evaluation of bids or proposals, selection of sources, and conduct of negotiations.

3. **Modification**

“Modification” means the addition of new work to a contract, or the extension of a contract, which requires a justification and approval. It does not include an option where all where all the terms of the option are set forth in the contract and all requirements for option exercise have been satisfied, change orders, administrative changes, or any other contract changes that are within the scope of the contract.

4. **Gratuity or Other Thing of Value**

“Gratuity or other thing of value,” means any gift, favor, entertainment, hospitality, transportation, loan, or any other tangible item, and any intangible benefits, including discounts, passes and promotional vendor training, given or extended to or on behalf of government personnel, their



immediate families, or households, for which fair market value is not paid by the recipient of the government.

5. **Personal and Substantial Participation**

“Personal and Substantial Participation” means active and significant involvement of the individual in activities directly related to the procurement. To participate “personally” means directly, and includes the participation of a subordinate when actually directed by the supervisor in the matter. To participate “substantially” means that the employee’s involvement must be of significance to the matter. It requires more than official responsibility, knowledge, perfunctory involvement, or involvement on an administrative or peripheral issue.

A finding of substantiality should be based not only on the effort devoted to a matter, but on the importance of the effort. While a series of peripheral involvements may be insubstantial, the single act of approving or participating in a critical step may be substantial. An employee whose responsibility is to review the procurement solely for compliance with administrative procedures or budgetary considerations, and who reviews a document involved in the procurement for such a purpose, should not be regarded as having participated substantially in the procurement.

6. **Possible Violation**

For purposes of certification, “Possible Violation” means specifically identified or documented circumstances that provide a reasonable basis to believe that a violation of the Act may have occurred. Rumor and hearsay are not, by themselves, a reasonable basis to conclude that a possible violation exists.

7. **Procurement Official**

“Procurement Official” means any civilian or military official employee of an agency who has participated personally and substantially in any of the following activities for a particular procurement:

- Drafting a specification or a statement of work
- Review and approval of a specification or statement of work
- Preparation or development of procurement or purchase requests
- Preparation or issuance of a solicitation or contractual provisions
- Evaluation of bids or proposals
- Selection of sources
- Negotiation of price or terms and conditions of a contract or modification
- Review and approval of the award or modification of a contract.

The term “employee of an agency” includes a contractor, subcontractor, consultant, expert, or advisor (other than a competing contractor) acting on behalf of, or providing advice to, the agency with respect to any phase of the agency procurement concerned.

**8. Proprietary Information**

“Proprietary Information” means information contained in a bid or proposal or otherwise submitted to the government by a competing contractor in response to the conduct of particular federal agency procurements. Information shall be considered proprietary only when:

- a. An attached transmittal document such as a cover page or label is clearly marked with a restrictive legend, and
- b. The specific portions of the information that URC desires to restrict are clearly and separately marked.

**9. Source Selection Information**

“Source Selection Information” is information, including information stored in electronic, magnetic, audio, or video formats, which is prepared or developed for use by the government to conduct a particular procurement and:

- a. The disclosure of which to a competing contractor would jeopardize the integrity or successful completion of the procurement concerned, and
- b. Which is required by statute, regulation, or order to be secured in a source selection file or other restricted facility to prevent such disclosure.

“Source selection information” is limited to the following:

- Bid prices, or lists of those prices
- Proposed costs or prices, or lists of those proposed costs or prices
- Source selection plans
- Technical evaluation plans
- Technical evaluations of competing proposals
- Competitive range determinations
- Rankings (not applicable to sealed bidding)
- Source selection board reports and evaluations
- Source selection advisory board recommendations
- Other information marked as “Source Selection Information—see FAR 3.104.”

**I. ADDITIONAL INFORMATION**

References: Office of Federal Procurement Policy Amendment of 1988, Section 27, Procurement Integrity, as amended by section 814 of Public Law 101-189 and the Procurement Integrity provisions of FAR 3.104 and 52.203-8, -9, -10, -13.

POLICY CROSS-REFERENCE: Ethics and Standards of Conduct

## Employee/Consultant/Freelancer Required Endorsements

As required by Federal law or Company policy, all agents of **University Research Co., LLC, and affiliate, Center for Human Services** (the Company) are required to comply with the following policy statements.

Please read each policy statement carefully and write your initials where indicated to do so. Your initials indicate that you are aware of the existence of each policy and that you agree to abide by it.

If you have any questions pertaining to any of these policies, please contact a member of the Human Resources Department.

### Individual Procurement Policy Certification

As a representative of the Company, I hereby certify that I am familiar with and will comply with the requirements of Section 27 of the **Federal Procurement Policy Act** (41 U.S.C. 423), as amended, concerning prohibited conduct of competing contractors.

I further certify that during the conduct of any and all procurements of property or services in which the Company is participating with a Federal Agency, I will not engage in any conduct prohibited by such subsection, by:

--Knowingly making, directly or indirectly, any offer or promise of any future employment or business opportunity to, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any procurement official of such agency, except as provided in 3.104-6 (b);

--Knowingly offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other item of value to any procurement official of such agency, as defined in 41 U.S.C. 423, and limited therein, or;

--Solicit or obtain, directly or indirectly, from any officer or employee of such agency, prior to a contract award, any proprietary or source selection information regarding such procurement.

I further certify that I will report immediately to the certifying officer of the Company any information concerning a violation of, or possible violations of, subsections 27(a), (b), or (c) of the Federal Procurement Policy Act, as amended.

I am aware that this certification concerns a matter within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001, as well as administrative, civil, and criminal prosecution under Title 41, United States Code, Section 423.

Please initial: \_\_\_\_\_

*Please turn over*

**Drug Free Workplace Act of 1988**

The Company is firmly committed to maintaining a drug-free workplace. As an agent of the Company, I am prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace and/or while officially representing the Company. Violation of this policy will result in the termination of my business relationship with the Company or require me to participate in an approved drug abuse assistance or rehabilitation program.

I must notify the Company immediately (and in no event more than five (5) business days) after my conviction (or plea of guilty or no contest) on a charge under any criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance in the workplace or while representing the Company.

Compliance with this policy is a condition of appointment with the Company as an organization receiving Federal grants and contracts.

Please initial: \_\_\_\_\_

**Nepotism and Personal Relationships**

At no time will a relative, or a person I am intimately involved with, be allowed to be in a position of personnel decision making authority (either directly or indirectly) over me. Relatives under this policy include my spouse, domestic partner, parents (including grand-, step-, foster-, and in-laws) brothers and sisters (including step-, foster-, and in-laws), children (including grand-, step-, and foster-), aunts, uncles, nieces, nephews, and cousins.

The existence of an intimate personal relationship between an employee and myself in which he/she has direct or indirect personnel decision making authority over me is not allowed. This situation will require the transfer of supervision of myself to another appropriate supervisor; my transfer to another project, department, or business unit; or the termination of my business relationship with the Company.

\_\_\_ I am NOT currently related to, or personally involved with, any employee of the Company.

\_\_\_ I am currently related to, or personally involved with, an employee of the Company. The employee's name is \_\_\_\_\_ and I am his/her \_\_\_\_\_.

Please initial: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

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

<b>URC-CHS</b> <b>POLICY AND PROCEDURE</b>	Policy Title: <b>Procurement Policy</b>
	Policy Number: Supersedes version: January 2, 2002
	Re-issuance Date: January 2, 2008
	Approved: Barbara N. Turner

### POLICY

URC has established a policy with regard to procurement of necessary furniture and equipment. To ensure that all employees understand and abide by Company requirements for procurement and purchasing, the following guidelines have been established.

### SCOPE

This policy covers all employees.

### POLICY PROVISIONS/ADMINISTRATION

#### **A. GENERAL**

The contract budget and funding agency regulations determine the procurement requirements. Purchasing is coordinated through the company's headquarter offices under the purview of the Finance and Contracts Departments and the International division. All procurements must be bid on a competitive basis. Special procurement requirements apply to the purchase of medical equipment and for refurbishing medical facilities. USAID funded contracts require adherence to specific regulations and authorization requirements. These requirements include prior written authorization for all procurements over \$5,000. Project management is responsible for routing purchasing requests through the Contracts office to obtain agency approval.

#### **B. PROCUREMENT REQUISITIONS**

Project management is responsible for planning and preparing the project purchasing inventory, up-to-date estimated costs and due dates. The procurement plan includes the following:

- n Preparing specification and solicitation documents
- n Advertising for competitive bids
- n Evaluating responses to bid requests
- n Conducting negotiations
- n Preparing and issuing contracts, establishing payment documents

- o Inspecting and packaging equipment
- o Arranging for shipment, deadlines, freight forwarding, and customs clearances
- o Arranging inland transport, setup, testing and operation, warranty registration, guarantees and local servicing
- o Ensuring equipment and/or purchases will meet approval of the donor organization and that source, origin, and transport requirements are met

The headquarters office will make available a set of standard office supply catalogs and on line information to use whenever possible in ordering equipment and supplies. Specifics such as catalog and item names, order numbers, page numbers, quantity, color and size and due date are needed for the purchasing staff. In cases where a more expensive option is requested, a justification is also needed. Service and maintenance availability must be determined prior to purchase.

Some contracts require prior approval of the procurement, the amount and the kinds of goods to be purchased and compliance with a solicitation process to invite bids/request for quotations. Whenever possible, country contracts for equipment and materials shall be awarded on a competitive basis to the maximum practical extent. Competition must be sought via formal competitive bidding procedures, or informal competitive procedures under certain circumstances or solicitation of a reasonable number of potential suppliers. Procurements under \$25,000 need not be advertised, however at least three competitive bids must be received in writing prior to purchase of the lowest responsive bid. Project vehicles are purchased under the oversight of the Contracts office.

### **C. PURCHASING OFFICE EQUIPMENT**

Project headquarters will supply a list of basic office equipment subject to modification to meet local needs. The contract may stipulate allowable items, describe an approval process, and/or list approximate costs and specifications of items that have already been approved. Standard attachments to the contract and agency regulations may apply other conditions. Communications and electronic equipment purchases are subject to project budget assumptions. The project and headquarters information technology unit coordinates all IT purchases. USAID-funded projects may not purchase used equipment.

# PURCHASE REQUISITION

URC-CHS

You must use a separate request form for each supplier.  
For computer equipment and software, you must see the Network Administrator *BEFORE* the order can be processed.

Configuration OK Yes  No

\_\_\_\_\_  
*Signature of Network Administrator*

Supplier (suggested)  
Company Name:

\_\_\_\_\_

Contact:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone: ( )

Fax: ( )

## Requester

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Project/Group

\_\_\_\_\_

Charge Number

Charge	Task	Suffix	Trans
Number	Number	Code	Code

Approval:

Date \_\_\_\_\_

## Item(s)/Service(s) Requested

Quantity	Unit of Issue	Description	Unit Price	Date Required
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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ship to Address:

\_\_\_\_\_

Attention:

\_\_\_\_\_

Copy Distribution: Send Electronic Version to Purchasing; Keep Copy for Your Records.