

Entered in CostPoint   
Vendor Code(s)**SUPPLIER REPRESENTATIONS AND CERTIFICATIONS**

Offeror/Seller will complete all applicable sections of this Representations and Certifications form. Failure to furnish the following certifications may be cause for rejection of subcontractor's bid(s) or proposal(s) as non-responsive, resulting in no award. Please do not leave blanks; use "N/A," etc.

Note: All representations and certifications shall apply to future subcontracts placed with the offeror/seller in addition to any current procurement in process. It is required that ARINC be advised in writing or all material changes to this document. Note: FAR and DFARS texts can be found at: [Federal Acquisition Regulation](#) and [Defense Federal Acquisition Regulation Supplement](#)

<b>PART "A" – GENERAL BUSINESS INFORMATION</b> <b>THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS</b>
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1. FIRM NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE/PROVINCE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
 COUNTRY: \_\_\_\_\_ URL: \_\_\_\_\_
2. FEDERAL TAX I.D. NO.: \_\_\_\_\_ 3. DUNS NUMBER: \_\_\_\_\_
4. BANK REFERENCE (name, address): \_\_\_\_\_
5. INSURANCE COMPANY (name, address): \_\_\_\_\_
6. CAGE CODE: \_\_\_\_\_ 7. NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE: \_\_\_\_\_  
 (See <http://www.census.gov/epcd/www/naics.html>)
8. ANNUAL SALES: \_\_\_\_\_
9. TYPE OF BUSINESS ORGANIZATION
- a. No. of years in business: \_\_\_\_\_
- b. The Offeror/Seller represents that it operates as a(n):  
 Individual  Non-Profit Organization  
 Partnership  Corporation and is incorporated under the laws of the state of \_\_\_\_\_  
 Foreign business established outside the US and its possessions
- c. The Offeror/Seller provides  MATERIALS/SUPPLIES  PROFESSIONAL SERVICES  OR BOTH.
- Description of Materials and/or Services that the Offeror/Seller provides \_\_\_\_\_

**10. DDTC REGISTRATION CERTIFICATION**

All manufacturers, exporters, and brokers of defense articles, defense services, or related technical data, as defined on the [United States Munitions List \(Part 121 of the ITAR\)](#), are required to register with the US Directorate of Defense Trade Controls (DDTC) pursuant to the US International Traffic In Arms Regulations (ITAR) (see: [http://pmdrtc.state.gov/regulations\\_laws/itar\\_official.html](http://pmdrtc.state.gov/regulations_laws/itar_official.html)). In addition, under contracts recently issued by the Federal Government, contractors such as ARINC are required to furnish evidence of this compliance to the Government, as well as to flow down these requirements in all subcontracts. Please complete the following certification regarding the registration status of your company.

Are you registered with the Department of State, Directorate of Defense Trade Controls (DDTC), in accordance with the International Traffic in Arms Regulations (ITAR) (22 CFR part 122.1(a))? YES  / NO

If yes, please provide the expiration date of your registration \_\_\_\_\_

U. S. Munitions List articles manufactured and or exported: \_\_\_\_\_

Defense services provided: \_\_\_\_\_

If not registered at this time, please advise if your company intends to register and when. \_\_\_\_\_

**11. PARENT COMPANY**

a. The Offeror/Seller represents that it  IS  IS NOT owned or controlled by a Parent Company. For this purpose a Parent Company is defined as that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror/Seller is a member.

b. If the Offeror/Seller is owned or controlled by a Parent Company, enter the following information of the Parent Company:

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

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

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

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

c. Is Parent Company's information the same as information for Firm Name of Offeror/Seller?  YES  NO

**12. SOCIOECONOMIC STATUS**

Government statutes require periodic review of our files to ensure that we have correctly recorded our supplier's self-certification of business size, status, and compliance with socioeconomic programs. Should you need assistance in determining your status in any of the categories listed below, please call the U.S. Government Small Business Administration office serving your area. See "Definitions" below.

The Offeror/Seller represents that it is a (check all that apply):

- Large Business
- Small Business
- Small Disadvantaged Business
- Woman-Owned Small Business
- Veteran-Owned Small Business
- Service-Disabled Veteran-Owned Small Business
- HUBZone Small Business\*
- HUBZone Joint Venture\*
- Historically Black College or University/Minority Institution
- Indian Tribe
- Alaskan Native Corporation (ANC)

No. of Employees: \_\_\_\_\_

\*Attach the confirming screen print from the SBA's HUBZone area at <http://www.sba.gov>.

**13. MINORITY OWNERSHIP**

If Offeror/Seller has represented itself in Section 12 above as a Small Disadvantaged Business, please check the appropriate category of ownership (FAR 52.219-1 Alt. I): (Check only one)

- Black American
- Native American
- Hispanic American
- Subcontinent Asian (Asian-Indian) American
- Asian-Pacific American
- Individual/Concern, other than one of the proceeding: Explain \_\_\_\_\_

#### 14. NOTICE:

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act. (FAR 52.219-1(d)(2)).

#### 15. DEFINITIONS:

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"HUBZone Small Business Concern" as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"HUBZone Joint Venture Concern" means a joint venture that complies with the requirements of 13 CFR Part 126 and the representation in paragraph 12 of this document and the above definition is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. The Offeror/Seller 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.

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, NASA, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

"Indian Tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Service-Disabled Veteran-Owned Small Business Concern" means (1) a small business concern for which (i) Not less than 51percent of the stock 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 is owned by one or more service-disabled veterans; and (ii) The management and daily business operations 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.

"Small Business Concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of its operation in which it is bidding, and qualified as a small business under the criteria and in 13 CFR part 121 and size standard identified by the NAICS Code in Section 7 above (FAR 52.219-1).

"Small Disadvantaged Business Concern" means a small business concern that (1) has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B, (2) no material change in disadvantaged ownership and control has occurred since its certification, (3) is owned by one or more individuals, 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), and (4) it is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-Owned Small Business Concern" means a small business concern which is at least 51% 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% of the stock of which is owned by one or more veterans, and the management and daily business operations of which are controlled by one or more veterans.

"Woman-Owned Small Business Concern" means a small business concern which is at least 51% owned by one or more women or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women.

**16. FEDERAL AVIATION ADMINISTRATION (FAA) ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAMS**

Is your company an FAA approved Repair Station? (14 CFR 145)  Yes  No

If Yes, provide Federal Registration Number: \_\_\_\_\_

If Yes, do you have an FAA approved:

- a. Anti-Drug Program?  Yes  No
- b. Alcohol Misuse Prevention Program?  Yes  No

**17. ROYALTY INFORMATION CERTIFICATION (FAR 52.227-6)**

Offeror/Seller certifies royalty or license fee costs  ARE  ARE NOT contemplated to be included in **ANY** Offer submitted. When Offeror/Seller indicates royalty of license fees "ARE NOT" contemplated above, Offeror/Seller agrees to notify Buyer when any solicitation response contains such costs.

**18. BUY AMERICAN ACT CERTIFICATE (FAR 52.225-2)**

*(Applicable only if the ARINC Solicitation contains the clause at FAR 52.225-1, "Buy American Act-Supplies")*

The Offeror/Seller certifies that each end product, except those listed below, is a domestic end product (as defined in the clause of the ARINC solicitation entitled "Buy American Act-Supplies"), and that the Offeror/Seller has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror/Seller shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Foreign End Products	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

**19. SECONDARY ARAB BOYCOTT OF ISRAEL (DFAR 252.225-7031)**

If the Offeror/Seller is a foreign person as defined in the subject clause, the Offeror/Seller certifies that it:

- Does not comply with the Secondary Arab Boycott of Israel; and
- Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

**20. DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DFAR 252.209-7002)**

(a) *Prohibition on award.* 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 Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(b) *Disclosure.* The Offeror/Seller shall disclose any interest a foreign government has in the Offeror/Seller when that interest constitutes control by a foreign government as defined in this provision. If the Offeror/Seller is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror/Seller's immediate parent, intermediate parents, and the ultimate parent.

**PART "B"**

**THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS OVER \$10,000**

**1. EQUAL OPPORTUNITY (FAR 52.222-26)**

The Offeror/Seller represents that it is in agreement with the subject clause and the Executive Order 11246, as amended, and the rules, regulations, and Orders of the Secretary of Labor pertaining to Equal Opportunity.

**2. AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25)**

The Offeror/Seller represents that:

- a. It  HAS  HAS NOT developed an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).
- b. It  HAS  HAS NOT previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- c. It  HAS  HAS NOT fewer than fifty (50) employees.

**3. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22)**

The Offeror/Seller represents that:

- a. It  HAS  HAS NOT participated in a previous contract or subcontract subject to the Equal Opportunity clause of any solicitation/procurement (FAR 52.222-26).
- b. It  HAS  HAS NOT filed all required compliance reports.
- c. Please indicate the types of required compliance reports, submitted to the Government: .

**PART "C"**

**THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS OVER \$30,000**

**1. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (FAR 52.209-6)**

- (a). The Offeror/Seller certifies that it or its principals  ARE  ARE NOT debarred, suspended, or proposed for debarment by the Federal Government.
- (b). The Offeror/Seller shall provide ARINC, Incorporated immediate notice in the event of being suspended, debarred, or declared ineligible to receive awards from **ANY** Federal Agency.

**2. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2)**

(a) The offeror certifies that—

- (1) The prices in **ALL** offers have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
  - (i) Those prices;
  - (ii) The intention to submit an offer; or
  - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in **ALL** offers have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in **ALL** bids or proposals, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**PART "D"**

**THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS OVER \$100,000**

**1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5)**

(a) (1) The Offeror/Seller certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Seller and/or any of its Principals –

(A)  ARE  ARE NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B)  HAVE  HAVE NOT, within the 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 public (Federal, state, or local) 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, or receiving stolen property;

(C)  ARE  ARE NOT presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(ii) The Offeror/Seller  HAS  HAS NOT within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons 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).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

a. The Offeror/Seller shall provide immediate written notice to ARINC if, at any time prior to contract award, the Offeror/Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror/Seller's responsibility. Failure of the Offeror/Seller to furnish a certification or provide such additional information as requested by ARINC may render the Offeror/Seller non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Seller is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Seller knowingly rendered an erroneous certification, in addition to the other remedies available to it, ARINC may terminate the contract resulting from this solicitation for default.

**2. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11)**

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its 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.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**3. CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13)**

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that—
  - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*
    - (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
    - (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
    - (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
    - (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
      - (A) Major group code 10 (except 1011, 1081, and 1094).
      - (B) Major group code 12 (except 1241).
      - (C) Major group codes 20 through 39.
      - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
      - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
    - (v) The facility is not located in the United States or its outlying areas.

**4. CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-5)**

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.

For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**5. COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38)**

By submission of its offer, the Offeror/Seller represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**6. REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFAR 252.247-7022)**

The Offeror/Seller represents that it:

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

**7. WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (FAR 52.204-5)**

(a) "Women-owned business concern," as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) [Complete only if the Offeror/Seller is a women-owned business concern and has not represented itself as a small business concern in Part A, Item 12 of this Form.] The Offeror/Seller represents that it  is a women-owned business concern.

**PART "E"**

**THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS OVER \$650,000**

**1. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS (FAR 52.230-1)**

**Note: This notice does not apply to small businesses or foreign governments.**

This notice is in three parts, identified by Roman numerals I through III. Offerors/Sellers shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror/Seller is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2 (c)(5) or 9903.201-2(c)(6), respectively.



I. DISCLOSURE STATEMENT – COST ACCOUNTING PRACTICES AND CERTIFICATION

- a. Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99) except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.
- b. Any Offeror/Seller submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the Offeror's/Seller's proposal under this solicitation unless the Offeror/Seller has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror/Seller may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and resorting contract performance cost data.**

c. Check the appropriate box below:

**1) Certificate of Concurrent Submission of Disclosure Statement.**

The Offeror/Seller hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the FAR.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

\_\_\_\_\_

The Offeror/Seller further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

**2) Certificate of Previously Submitted Disclosure Statement.**

The Offeror/Seller hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

\_\_\_\_\_

The Offeror/Seller further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

**3) Certificate of Monetary Exemption.**

The Offeror/Seller hereby certifies that the Offeror/Seller, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror/Seller further certifies that if such status changes before an award resulting from this proposal, the Offeror/Seller will advise ARINC/the Contracting Officer immediately.

**4) Certificate of Interim Exemption.**

The Offeror/Seller hereby certifies that

- (i) the Offeror/Seller first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR Subpart 9903.202-1, the Offeror/Seller is not yet required to submit a Disclosure Statement. The Offeror/Seller further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror/Seller will immediately submit a revised certificate to ARINC/the Contracting Officer, in the form specified under subparagraphs c(1) or c(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION: Offerors/Sellers currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.**

## II. COST ACCOUNTING STANDARDS – ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror/Seller is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the Offeror/Seller shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- The Offeror/Seller hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the Offeror/Seller is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror/Seller received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror/Seller further certifies that if such status changes before an award resulting from this proposal, the Offeror/Seller will advise ARINC/the Contracting Officer immediately.

**CAUTION: An Offeror/Seller may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror/Seller has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.**

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror/Seller shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause at FAR 52.230-2, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- YES     NO

## 2. ADMINISTRATION OF COST ACCOUNTING STANDARDS (52.230-6)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (b) through (i) and (k) through (n) of this clause:

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

“Affected CAS-covered contract or subcontract” means a contract or subcontract subject to CAS rules and regulations for which a Contractor or subcontractor—

- (1) Used one cost accounting practice to estimate costs and a changed cost accounting practice to accumulate and report costs under the contract or subcontract; or
- (2) Used a noncompliant practice for purposes of estimating or accumulating and reporting costs under the contract or subcontract.

“Cognizant Federal agency official (CFAO)” means the Contracting Officer assigned by the cognizant Federal agency to administer the CAS.

“Desirable change” means a compliant change to a Contractor’s established or disclosed cost accounting practices that the CFAO finds is desirable and not detrimental to the Government and is, therefore, not subject to the no increased cost prohibition provisions of CAS-covered contracts and subcontracts affected by the change.

“Fixed-price contracts and subcontracts” means—

- (1) Fixed-price contracts and subcontracts described at FAR 16.202, 16.203, (except when price adjustments are based on actual costs of labor or material, described at 16.203-1(a)(2)), and 16.207;
- (2) Fixed-price incentive contracts and subcontracts where the price is not adjusted based on actual costs incurred (FAR Subpart 16.4);
- (3) Orders issued under indefinite-delivery contracts and subcontracts where final payment is not based on actual costs incurred (FAR Subpart 16.5); and
- (4) The fixed-hourly rate portion of time-and-materials and labor-hours contracts and subcontracts (FAR Subpart 16.6).

“Flexibly-priced contracts and subcontracts” means—

- (1) Fixed-price contracts and subcontracts described at FAR 16.203-1(a)(2), 16.204, 16.205, and 16.206;
- (2) Cost-reimbursement contracts and subcontracts (FAR Subpart 16.3);
- (3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR Subpart 16.4);
- (4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR Subpart 16.5); and
- (5) The materials portion of time-and-materials contracts and subcontracts (FAR Subpart 16.6).

“Noncompliance” means a failure in estimating, accumulating, or reporting costs to—

- (1) Comply with applicable CAS; or
- (2) Consistently follow disclosed or established cost accounting practices.

“Required change” means—

- (1) A change in cost accounting practice that a Contractor is required to make in order to comply with applicable Standards, modifications or interpretations thereto, that subsequently become applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or
- (2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

“Unilateral change” means a change in cost accounting practice from one compliant practice to another compliant practice that a Contractor with a CAS-covered contract(s) or subcontract(s) elects to make that has not been deemed a desirable change by the CFAO and for which the Government will pay no aggregate increased costs.

- (b) Submit to ARINC or, at Seller’s option, to the Seller’s cognizant Administrative Contracting Officer, a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. If a change in cost accounting practice is implemented without submitting the notice required by this paragraph, the CFAO may determine the change to be a failure to follow paragraph (a)(2) of the clause at FAR 52.230-2, Cost Accounting Standards; paragraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; paragraph (a)(4) of the clause at FAR 52.230-4, Disclosure and Consistency of Cost Accounting Practices–Foreign Concerns; or paragraph (a)(2) of the clause at FAR 52.230-5, Cost Accounting Standards–Educational Institution.
  - (1) When a description has been submitted for a change in cost accounting practice that is dependent on a contract award and that contract is subsequently awarded, notify ARINC or the Contracting Officer within 15 days after such award.
  - (2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR 52.230-5; submit a description of the change to ARINC or the Contracting Officer not less than 60 days (or such other date as may be mutually agreed to by ARINC and the Contracting Officer before implementation of the change.
  - (3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with paragraph (a)(3) of the clauses at FAR 52.230-3 and FAR 52.230-4, submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by ARINC, the Contracting Officer and the subcontractor before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.
  - (4) Submit a description of the change necessary to correct a failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) of the clause at FAR 52.230-2 and FAR 52.230-5; or by paragraph (a)(4) of the clauses at FAR 52.230-3 and FAR 52.230-4) —
    - (i) Within 60 days (or such other date as may be mutually agreed to by ARINC and the Contracting Officer) after the date of agreement with the CFAO that there is a noncompliance; or
    - (ii) In the event of Contractor disagreement, within 60 days after ARINC or the Contracting Officer notifies the subcontractor of the determination of noncompliance.
- (c) When requested by ARINC or the Contracting Officer, submit on or before a date specified by ARINC or the Contracting Officer —
  - (1) A general dollar magnitude (GDM) proposal in accordance with paragraph (d) or (g) of this clause. The Contractor may submit a detailed cost-impact (DCI) proposal in lieu of the requested GDM proposal provided the DCI proposal is in accordance with paragraph (e) or (h) of this clause;

- (2) A detailed cost-impact (DCI) proposal in accordance with paragraph (e) or (h) of this clause;
  - (3) For any request for a desirable change that is based on the criteria in FAR 30.603-2(b)(3)(ii), the data necessary to demonstrate the required cost savings; and
  - (4) For any request for a desirable change that is based on criteria other than that in FAR 30.603-2(b)(3)(ii), a GDM proposal and any other data necessary for ARINC and the Contracting Officer to determine if the change is a desirable change.
- (d) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the GDM proposal shall—
- (1) Calculate the cost impact in accordance with paragraph (f) of this clause;
  - (2) Use one or more of the following methods to determine the increase or decrease in cost accumulations:
    - (i) A representative sample of affected CAS-covered contracts and subcontracts.
    - (ii) The change in indirect rates multiplied by the total estimated base computed for each of the following groups:
      - (A) Fixed-price contracts and subcontracts.
      - (B) Flexibly-priced contracts and subcontracts.
    - (iii) Any other method that provides a reasonable approximation of the total increase or decrease in cost accumulations for all affected fixed-price and flexibly-priced contracts and subcontracts;
  - (3) Use a format acceptable to ARINC or the Contracting Officer but, as a minimum, include the following data:
    - (i) The estimated increase or decrease in cost accumulations by Executive agency, including any impact the change may have on contract and subcontract incentives, fees, and profits, for each of the following groups:
      - (A) Fixed-price contracts and subcontracts.
      - (B) Flexibly-priced contracts and subcontracts.
    - (ii) For unilateral changes, the increased or decreased costs to the Government for each of the following groups:
      - (A) Fixed-price contracts and subcontracts.
      - (B) Flexibly-priced contracts and subcontracts; and
  - (4) When requested by ARINC or the Contracting Officer, identify all affected CAS-covered contracts and subcontracts.
- (e) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the DCI proposal shall—
- (1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause;
  - (2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless ARINC or the Contracting Officer and Subcontractor agree to include—
    - (i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and
    - (ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;
  - (3) Use a format acceptable to ARINC and the Contracting Officer but, as a minimum, include the information in paragraph (d)(3) of this clause; and
  - (4) When requested by ARINC or the Contracting Officer, identify all affected CAS-covered contracts and subcontracts.
- (f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows:
- (1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (*i.e.*, open or closed) or the fiscal year in which the costs were incurred (*i.e.*, whether or not the final indirect rates have been established).
  - (2) For unilateral changes—
    - (i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
      - (A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.
      - (B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
    - (ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows:
      - (A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.

- (B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
- (iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and
- (iv) Calculate the increased cost to the Government in the aggregate.
- (3) For equitable adjustments for required or desirable changes—
  - (i) Estimated increased cost accumulations are the basis for increasing contract prices, target prices and cost ceilings; and
  - (ii) Estimated decreased cost accumulations are the basis for decreasing contract prices, target prices and cost ceilings.
- (g) For any noncompliant cost accounting practice subject to paragraph (b) (4) of this clause, prepare the GDM proposal as follows:
  - (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
  - (2) Use one or more of the following methods to determine the increase or decrease in contract and subcontract prices or cost accumulations, as applicable:
    - (i) A representative sample of affected CAS-covered contracts and subcontracts.
    - (ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts.
    - (iii) Any other method that provides a reasonable approximation of the total increase or decrease.
  - (3) Use a format acceptable to ARINC and the Contracting Officer but, as a minimum, include the following data:
    - (i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups:
      - (A) Fixed-price contracts and subcontracts.
      - (B) Flexibly-priced contracts and subcontracts.
    - (ii) The increased or decreased cost to the Government for each of the following groups:
      - (A) Fixed-price contracts and subcontracts.
      - (B) Flexibly-priced contracts and subcontracts.
    - (iii) The total overpayments and underpayments made by the Government during the period of noncompliance.
  - (4) When requested by ARINC or the Contracting Officer, identify all CAS-covered contracts and subcontracts.
- (h) For any noncompliant practice subject to paragraph (b) (4) of this clause, prepare the DCI proposal as follows:
  - (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
  - (2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless ARINC and the Contracting Officer agree to—
    - (i) Include only those affected CAS-covered contracts and subcontracts having—
      - (A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and
      - (B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and
    - (ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.
  - (3) Use a format acceptable to ARINC and the Contracting Officer that, as a minimum, includes the information in paragraph (g) (3) of this clause.
  - (4) When requested by ARINC or the Contracting Officer, identify all CAS-covered contracts and subcontracts.
- (i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows:
  - (1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (*i.e.*, open or closed) or the fiscal year in which the costs are incurred (*i.e.*, whether or not the final indirect rates have been established).
  - (2) For non-compliances that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows:
    - (i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government.
    - (ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is decreased cost to the Government.

- (3) For non-compliances that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
    - (i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is increased cost to the Government.
    - (ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government.
  - (4) Calculate the total increase or decrease in contract and subcontracts incentives, fees, and profits associated with the increased or decreased cost to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the Contractor used a compliant practice.
  - (5) Calculate the increased cost to the Government in the aggregate.
- (j) If the Contractor does not submit the information required by paragraph (b) or (c) of this clause within the specified time, or any extension granted by ARINC or the Contracting Officer, either may take one or both of the following actions:
- (1) Withhold an amount not to exceed 10 percent of each subsequent amount payment to the Contractor's affected CAS-covered contracts, (up to the estimated general dollar magnitude of the cost impact), until such time as the Contractor provides the required information to the CFAO.
  - (2) Issue a final decision in accordance with FAR 33.211 and unilaterally adjust the contract(s) by the estimated amount of the cost impact.
- (k) Agree to—
- (1) Contract modifications to reflect adjustments required in accordance with paragraph (a)(4)(ii) or (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with paragraph (a)(3)(i) or (a)(4) of the clauses at FAR 52.230-3 and FAR 52.230-4; and
  - (2) Repay the Government for any aggregate increased cost paid to the Contractor.
- (l) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, 52.230-4, or 52.230-5—
- (1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);
  - (2) Include the substance of this clause in all negotiated subcontracts; and
  - (3) Within 30 days after award of the subcontract, submit the following information to ARINC and the Contracting Officer:
    - (i) Subcontractor's name and subcontract number.
    - (ii) Dollar amount and date of award.
    - (iii) Name of Contractor making the award.
- (m) Notify ARINC or the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall—
- (1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and
  - (2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately.
- (n) For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

**PART "F"**  
**THIS PART PERTAINS TO THE ACKNOWLEDGEMENT**

**ACKNOWLEDGED:**

- a. By signing below, the Offeror/Seller agrees to the foregoing and attests that the Representations and Certifications set forth in Parts A, B, C, D, E, and F hereto are current, accurate, and complete. Further, if Offeror's/Seller's status certified herein should change prior to any award based on this certification, the Offeror/Seller shall immediately notify, in writing, the person/office to whom this original certification was sent and submit an amended certification with any related data that may be required as a result of the change.
- b. I hereby acknowledge an understanding of the U.S. Government contracting and subcontracting programs and confirm the accuracy of the statements made in this document.
- c. The Offeror/Seller's business organization  PERMITS  DOES NOT PERMIT authorized Offeror/Seller representatives to use electronic signatures as legally binding.
- d. The Offeror/Seller  RESIDES  DOES NOT RESIDE in a legal jurisdiction that accepts electronic signatures as legally binding.

FIRM NAME: \_\_\_\_\_

SIGNATURE or ELECTRONIC SIGNATURE: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_