

FORM GOV-21 (rev. 3/04)

SUPPLIER REPRESENTATIONS AND CERTIFICATIONS

Supplier 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 nonresponsive, resulting in no award.

PART "A" - GENERAL BUSINESS INFORMATION
THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS

1. FIRM NAME: ADDRESS: CITY: STATE: ZIP:

2. FEDERAL TAX I.D. NO.: 3. DUNS NUMBER:

4. CAGE CODE: 5. NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE:

6. TYPE OF BUSINESS ORGANIZATION
No. of years in business:
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

7. 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:

8. 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.

The Offeror/Seller represents that it is a (check all that apply):
Large Business Service-Disabled Veteran-Owned Small Business
Small Business HUBZone Small Business**
Small Disadvantaged Business* Historically Black College or University/Minority Institution
Woman-Owned Small Business Indian Organization/Indian-Owned Economic Enterprise
Veteran-Owned Small Business

*Enter SDB Tracking Number here AND attach a copy of your current Small Business Administration (SBA) SDB certification letter.

For U.S. Government prime contracts issued on or after October 1, 1999, the term "Small Disadvantaged Business" [whether or not also women-owned] means a small business concern owned or controlled by socially and economically disadvantaged individuals that has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B (FAR 52.219-8).

For U.S. Government prime contracts issued prior to October 1, 1999, the Offeror's/Seller's self-certification of "small disadvantaged business" status may still be accepted, contingent upon Offeror's/Seller's acknowledgement of the Penalty clause below.

**Attach screen print from the SBA's PRO-Net indicating "HUBZone? Yes" for your firm.

NOTICE OF PENALTY:

Under 13 CFR 124.6, any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs pursuant to Sections 8(a), 8(d), 9 and/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; (iii) be ineligible for participation in programs conducted under the authority of the Act (FAR 52.219-1(d)(2)).

DEFINITIONS:

"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 5 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).

"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.

"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.

"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.

"Indian Organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17. "Indian-Owned Economic Enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51% of the enterprise. "Indian tribe" means any Indian tribe, band, 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, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

9. MINORITY OWNERSHIP

If Offeror/Seller has represented itself in Section 8 above as a Small Disadvantaged Business or Women-Owned Small Disadvantaged Business, please check the appropriate category of ownership (FAR 52.219-1 Alt. I): **(Check only one)**

- Black American
- Subcontinent Asian American
- Native American
- Asian-Pacific American
- Hispanic American
- Individual/Concern, other than one of the proceeding: Explain _____

10. FEDERAL AVIATION AUTHORITY (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

11. 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.

PART "B"
THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS \$10,000 AND OVER

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 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).

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 Employment Opportunity clause of any solicitation/procurement (FAR 52.222-26).
- b. It HAS HAS NOT filed all required compliance reports.

4. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM VETERANS (FAR 52.222-35)

The Offeror/Seller certifies that it IS IS NOT in compliance with affirmative action and labor laws pertaining to the employment of Disabled and Vietnam Era Veterans.

5. EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (FAR 52.222-37)

The Offeror/Seller certifies that it IS IS NOT in compliance with special reporting requirements pertaining to Employment Reports on Special Disabled Veterans and Vietnam Era Veterans.

6. BUY AMERICAN ACT—BALANCE OF PAYMENTS PROGRAM—CERTIFICATE (FAR 52.225-2)

(Applicable only if the BUYER Solicitation contains the clause at FAR 52.225-1, "Buy American Act—Balance of Payments Program—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 BUYER solicitation entitled "Buy American Act—Balance of Payments Program—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

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

PART "C"
THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS \$25,000 AND OVER

1. CERTIFICATION OF DEBARMENT/SUSPENSION STATUS (FAR 52.209-6)

- a. The Offeror/Seller certifies that it IS IS NOT suspended, debarred, declared or ineligible in any aspect from entering into contracts with the Federal Government, or in receipt of notice of proposed debarment from any other department of the Federal Government.
- b. The Offeror/Seller shall provide BUYER, Inc. immediate notice in the event of being suspended, debarred, or declared ineligible to receive awards from **ANY** Federal Agency.

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

- a. The Offeror/Seller certifies that it:

- 1) HAS HAS NOT employed or retained any person or company to solicit or obtain this contract; and
 - 2) HAS HAS NOT paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- b. Further, the Offeror/Seller agrees to provide information to BUYER , Inc. relating to the above certification upon request or if and when circumstances change.

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

- a. The Offeror/Seller certifies that:
- 1) The prices set forth in **ALL** offers have been arrived at independently without any consultation, communication or agreement with any other Offeror/Seller or competitor relating to: (i) those prices, (ii) the intention to submit an offer, and/or (iii) the methods or factors used to calculate the prices offered;
 - 2) The prices set forth in **ALL** offers have not been and will not be knowingly disclosed by the Offeror/Seller, directly or indirectly, to any other Offeror/Seller 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/Seller to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- a. Each signature on an offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the Offeror's/Seller's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 3(a)(1) through 3(a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the principals involved in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs 3(a)(1) through 3(a)(3) above; and further agrees to include the name and title of person(s) in the Offeror's/Seller's organization responsible for determining the prices offered in bids or proposals on **ALL** responses to BUYER, Inc. solicitations.

PART "D"
THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS \$100,000 AND OVER

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 subdivision (a)(1)(i)(B) of this provision; and
 - (i) The Offeror/Seller, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B) and (C) of this provision,
 - A) HAS HAS NOT, within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws –
 - (1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or
 - (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 - (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
 - A) If the Offeror/Seller has responded affirmatively, the Offeror/Seller shall provide additional information if requested by BUYER ; and
 - (i) 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 BUYER 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 BUYER may render the Offeror/Seller nonresponsible.
- 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, BUYER may terminate the contract resulting from this solicitation for default.

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

- a. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- b. The Offeror/Seller hereby certifies to the best of his or her knowledge and belief that as of the date of execution of this certification –
 - 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror/Seller shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - 3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- a. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form 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.

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

(Not applicable to procurements of commercial items as defined in FAR Part 2.)

- a. Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- b. The Offeror/Seller 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/Seller 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 under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - (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 Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
 - (v) The facility is not located within any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

PART "E"
THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS \$500,000 AND OVER

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 Standard (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT – COST ACCOUNTING PRACTICES AND CERTIFICATION

- a. Any contract in excess of \$500,000 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), and
- (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant ACO.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO 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 Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO 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.

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 \$25 million (of which at least one award exceeded \$1 million) 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 BUYER /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 BUYER /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 \$25 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.

I. 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 \$25 million in awards of CAS-covered prime contracts and subcontracts, or the Offeror/Seller did not receive a single CAS-covered award exceeding \$1 million. The Offeror/Seller further certifies that if such status changes before an award resulting from this proposal, the Offeror/Seller will advise BUYER /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 \$25 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 \$25 million or more.

II. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXSITING 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, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

1. ADMINISTRATION OF COST ACCOUNTING STANDARDS (52.230-6)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this subcontract, the Seller shall take the steps outlined in (a) through (g) of this clause:

- a. Submit to BUYER or, at Seller's option, to the Seller's cognizant Administrative Contracting Officer a description of any cost accounting practice change, the total potential impact of the change on contracts containing a CAS clause, and, a general dollar magnitude of the change which identifies the potential shift of costs between CAS covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed-fee, etc.)

and other Seller business activity. As related to CAS covered contracts, the analysis should identify the potential impact on funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

- 1) For any change in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards – Educational Institution; within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.
 - 2) For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards – Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.
 - 3) For any failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by subparagraph (a)(5) at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards – Educational Institution; or by subparagraph (a)(4) at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices):
 - (i) Within 60 days (or such other date as may be mutually agreed to) after the date of agreement with the initial finding of noncompliance, or
 - (ii) In the event of Seller disagreement with the initial finding of noncompliance, within 60 days of the date the Seller is notified by BUYER /the Contracting Officer of the determination of noncompliance.
- a. After an ACO, or cognizant Federal agency official, determination of materiality, submit a cost impact proposal in the form and manner specified by BUYER /the Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. The cost impact proposal shall be in sufficient detail to permit evaluation, determination, and negotiation of the cost impact upon each separate CAS-covered contract and subcontract.
- 1) Cost impact proposals submitted for changes in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5 Cost Accounting Standards – Educational Institution; shall identify the applicable standard or cost principle and all contracts and subcontracts containing the clauses entitled Cost Accounting Standards or Cost Accounting Standards – Education Institution, which have an award date before the effective date of that standard or cost principle.
 - 2) Cost impact proposals submitted for any change in cost accounting practices proposed in accordance with subdivisions (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards – Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; shall identify all contracts and subcontracts containing the clauses at FAR 52.230-2, Cost Accounting Standards, FAR 52.230-5, Cost Accounting Standards – Educational Institution, and FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices.
 - 3) Cost impact proposals submitted for failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (a)(5) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards – Educational Institution; or by subparagraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, shall identify the cost impact on each separate CAS covered contract from the date of failure to comply until the noncompliance is corrected.
- a. If the submissions required by paragraphs (a) and (b) of this clause are not submitted within the specified time, or any extension granted by BUYER /the Contracting Officer, an amount not to exceed 10 percent of each subsequent amount determined payable related to the Seller's CAS covered prime contracts, up to the estimated general dollar magnitude of the cost impact, may be withheld until such time as the required submission has been provided in the form and manner specified by BUYER /the Contracting Officer.
- b. Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with subparagraphs (a)(4) and (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with subparagraphs (a)(3) or (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-3.
- c. For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3 or 52.230-5 –
- 1) So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used);
 - 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 the Seller's cognizant contract administration office for transmittal to the contract administration office cognizant of the subcontractor's facility:

- (i) Subcontractor's name and subcontract number.
- (ii) Dollar amount and date of award.
- (iii) Name of Contractor making the award.

- a. Notify BUYER /the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contract price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.
- b. For subcontracts containing the clauses at FAR 52.230-2 or 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.

ACKNOWLEDGED:

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 and E 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.

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.

FIRM NAME: _____

EMAIL: _____

PHONE: _____

FAX: _____

SIGNATURE: _____

DATE: _____

TYPED NAME: _____

TITLE: _____