

 **Enter Company Name Below:**

Non-Commercial Products and Services Representations and Certifications

(PR-TMP-25) (Rev 12.0) Effective 4/1/2024

Offeror will complete the entirety of this Representations and Certifications form. Failure to furnish the following representations and certification may be cause of the rejection of Offeror’s bid(s) or proposal(s) as non-responsive, resulting in no contract award. U.S. government regulations prohibit ASRC Federal and its Subsidiaries (ASRC) from awarding a seller a procurement funded under a U.S. Government contract unless the seller certifies that it complies with certain U.S. policies. Your company is a potential supplier of goods and services to ASRC whose purchase by ASRC may be funded under a U.S. Government contract. Accordingly, to be eligible for award you are required to complete the Representations and certification.

Upon completion, please have the Representations and Certifications signed by an authorized representative of your company, date them and return them to ASRC as instructed.

**ACKNOWLEDGED:**

1. By signing below, the Offeror/Seller agrees to the foregoing and attests that the Representations and Certifications set forth in Parts A and B herein 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.
2. 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:

Email:

Phone:       Fax:

Signature: Date:

Typed Name:       Title

If the offeror is currently registered in the System for Award Management (SAM) and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (a) of this provision instead of completing the corresponding individual representations and certifications herein. The offeror shall indicate which option applies by checking one of the following boxes:

[ ]  (i) Paragraph (a) applies, **If checked, Offeror must complete Part A below.**

[ ]  (ii) Paragraph (a) does not apply and **the offeror must complete Part A and B below**

(a) The offeror has completed the annual representations and certifications electronically via the SAM website. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically, have been entered or updated within the last 12 months, are current, accurate, complete, and applicable (including the business size standard applicable to the NAICS code), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201). Further, the offeror certifies the representations and certifications posted in the SAM database are equally made to ASRC Federal, including all entities.

|  |
| --- |
|  **PART “A”****THIS PART APPLIES TO ALL OFFERORS** |

 **“ALLOFFEROR/ SELLER INFORMATION AND BUSINESS DECLARATIONS**

It is the policy of ASRC Federal and its Subsidiaries that small business, small disadvantaged business concerns, woman-owned small businesses and HUBZone, veteran and service-disabled veterans small businesses concerns, have the maximum practicable opportunity to participate in the performance of contracts awarded by ASRC. In order to comply with this policy, please provide the following information and a copy of your W-9.

|  |
| --- |
|            *Offer’s/ Seller’s Legal Business Name (Provide as it appears in SAM, if registered) No. of Employees*                 *Street Address Phone Number Fax Number*                -            *City State Zip Email Address*      *Remittance Street Address ( if different from above)*                -       *City State Zip*  |
|                        *DUNS # System for Award Management (SAM) UEI # Federal Tax ID No. (EID) CAGE Code* **Common parent.** [ ]  Offeror/ Seller is not owned or controlled by a common parent as defined in paragraph (a) of this provision.[ ]  Name and TIN of common parent:Name      TIN       |
| Identify Major Supplies/Services Primary North American Industry Classification System (NAICS) Codes NAICS:        |
| Business Size Status (select one only): [ ]  Small [ ]  Other than Small  |
| Small Business Socio-Economic Category (select all that apply):[ ]  Minority-Owned Small Business [ ]  Small Disadvantaged Business [ ]  Women-Owned Small Business[ ]  Veteran-Owned Small Business [ ]  Service-Disabled-Veteran-Owned Small Business [ ]  HUB Zone Small Business [ ]  Historically Black College/Minority Institute (Certified by SBA)  |
| If Minority-Owned or Small Disadvantaged is selected above, check the appropriate category in which business ownership falls:[ ]  African American [ ]  Asian Pacific American [ ]  Hispanic American [ ]  Native American [ ]  Subcontinent Asian American [ ]  Alaska Native Corp (ANC) [ ]  Other than those listed  |
|       *Authorized Signature Title*            *Printed Name Date*ASRC Federal and its Subsidiaries (ASRC) may award procurement to the seller where the costs will be charged to a U.S. government prime or subcontract. If so, the offeror/ seller is advised that the U.S. government may impose a penalty against a firm misrepresenting its business size and/or disadvantaged status for the purposes of obtaining procurement that is to be included as part, or all of a goal contained in ASRC’s Subcontracting plan. Eligibility as a small business is based on the regulations issued by the Small Business Administration in CFR 13, Part 121 of the SBA Rules and Regulations and FAR 52.219-1. |

**FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS**

Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Public law 110-252) requires contractors to report subcontract/ purchase order award data and the total compensation of the five most highly compensated executives of the supplier when certain criteria are met. As a supplier or potential supplier to ASRC Federal, unless otherwise directed by a contracting officer, ASRC Federal shall report information for awards $30,000 or more, which will be made public in accordance with FAR 52.204-10.

|  |
| --- |
| **SECTION I** |
| Offeror’s gross income in the previous tax year from all sources DID [ ]  DID NOT [ ]  exceed $300,000.INSTRUCTIONS: If “DID” is checked, proceed to Section II. If “DID NOT” is checked stop here.  |
| **SECTION II** |
| 1. In its preceding fiscal year, the Offeror [ ]  DID [ ]  DID NOT receive from Federal contracts (and subcontracts) loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance:
	1. 80% or more of its annual gross revenue; and
	2. $25M or more in annual gross revenue.

INSTRUCTIONS: If “DID” is checked, proceed to question (B). If “DID NOT” is checked stop here. |
| B) Access to information about the compensation of the senior executives [ ]  IS [ ]  IS NOT available to the public through periodic reports files under section 13(a) or 15(d) of the Securities Exchange Act of 1934 {15 U.S.C. 78m(a), 78o(d)} or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [http://www.sec.gov/answers/execomp.htm.](http://www.sec.gov/answers/execomp.htm)INSTRUCTIONS: If “IS” is checked stop here. If “IS NOT” is checked, proceed to Section III. |
| **SECTION III** |
| A) Information regarding supplier’s executive compensation [ ]  HAS [ ]  HAS NOT been reported as part of its annual registration requirement in the System for Award Management (SAM) database and updated annually or when previously reported information has changed.INSTRUCTIONS: If “HAS” is checked complete (C). If “HAS NOT” is checked complete (B) and (C). |
| B) Names and total compensation of each of the five most highly compensated officers for the Offeror’s preceding completed fiscal year:

|  |  |  |
| --- | --- | --- |
| EXECUTIVE NAME | TITLE | TOTAL COMPENSATION |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

 |
| C) If executive compensation data is provided through A or B above, the data is for calendar year 20     . Its fiscal year end date is      . |

**GOVERNMENT APPROVED BUSINESS SYSTEMS**

State which business systems, including but not limited to accounting, estimating, purchasing, property management, material management, earned value management system, are currently Federal government approved.

Provide the date and approval for each system and the approving agency. Explain any existing conditional approvals and the compliance status of any system(s) for which approval is currently withheld (If none please state “None” below).

**Business System Approving Agency Date Approved Limitations/Status**

|  |
| --- |
| **PART “B”****THIS PART APPLIES IF OFFEROR IS NOT REGISTERED IN THE SYSTEM FOR AWARDS MANAGEMENT** |

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

(a) 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) 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) 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) 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) 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.

**52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION**

In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The prohibition in the paragraph above of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

**52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION**

(a) Definitions. As used in this provision, Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

 (b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(c) Representation. The Offeror represents that it [ ]  does [ ]  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument

# **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

1. The Offeror/Seller certifies, to the best of its knowledge and belief, that–
	1. The Offeror/Seller and/or any of its Principals –
		1. [ ]  ARE [ ]  ARE NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;[ ]  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;
		2. [ ]  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
	2. The Offeror/Seller, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B) and (C) of this provision,
		1. [ ]  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.
		2. If the Offeror/Seller has responded affirmatively, the Offeror/Seller shall provide additional information if requested by ASRC PROCUREMENT PROFESSIONAL and
		3. 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 JURSIDICTION 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.

* 1. The Offeror/Seller shall provide immediate written notice to ASRC PROCUREMENT PROFESSIONAL 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.
	2. 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 ASRC PROCUREMENT PROFESSIONAL may render the Offeror/Seller non-responsible.
	3. 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.
	4. 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, ASRC PROCUREMENT PROFESSIONAL may terminate the contract resulting from this solicitation for default.

**52.215-6 PLACE OF PERFORMANCE**

1. The Offeror, during the performance of any subcontract resulting from this solicitation, intends, does not intend, to use one or more plants or facilities located at a different address from the address of the Offeror as indicated in this proposal or quotation.
2. If the Offeror checked "intends" in paragraph (A) above, it shall complete the following information:

|  |  |
| --- | --- |
| Place of Performance (Street Address, City, County, State, Zip) | Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror |
|       |       |
|       |       |
|       |       |

### 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

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

(b) The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

|  |  |
| --- | --- |
| Listed End Product | Listed Countries of Origin |
|       |       |
|       |       |

(c) The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

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

[ ]  (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS**

 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.

**52.222-38 COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS**

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.

### 52.223-4 RECOVERED MATERIAL CERTIFICATION

(Applicable if delivery or use of EPA designated items)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**52.225-2 BUY AMERICAN ACT CERTIFICATE**

(Applicable for construction and product deliveries unless performed under a prime contract set aside for small business)

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

(b) Foreign End Products:

|  |  |
| --- | --- |
| Line Item Nr | Country of Origin |
|       |       |

 (c) The Prime Contractor will evaluate offers in accordance with the policies and procedures of [Part 25](http://www.arnet.gov/far/current/html/FARTOCP25.html#wp225048) of the Federal Acquisition Regulation.

### 52.225-4 BUY AMERICAN—FREE TRADE AGREEMENTS-ISRAELI TRADE ACT CERTIFICATE

(Applicable for construction and product deliveries unless performed under a prime contract set aside for small business)

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

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

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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

### 52.225-6 TRADE AGREEMENTS CERTIFICATE

(Applicable for construction and product deliveries unless performed under a prime contract set aside for small business)

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

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

Other End Products:

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

 (c) The Prime Contractor will evaluate offers in accordance with the policies and procedures of [Part 25](http://www.arnet.gov/far/current/html/FARTOCP25.html#wp225048) of the Federal Acquisition Regulation.

### 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS

Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Unless a waiver is granted or an exception applies as provided in paragraph (3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

**52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS**

 **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 $2M 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.**

1. 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 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 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.

[ ]  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.**

**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 $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.**

**III. 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