

The following provisions must be completed and this form must be signed and returned with the Offeror's proposal.

As used herein, the term "subcontract" shall also mean "purchase order," the term "offer" shall also mean "bid," "proposal" and "quotation," and the term "offeror" shall also mean "bidder," "proposer," and "quoter," as applicable. Buyer shall be understood to mean Fluor Marine Propulsion, LLC or FMP. Contracts Professional shall be understood to mean the FMP Procurement Department representative assigned to this solicitation. "Contractor" or "Subcontractor" shall be taken to mean "Offeror".

**1. Certification Regarding Responsibility Matters** (FAR 52.209-5) *(Applies to all offers greater than \$150,000.)*

- a) (1) The Offeror certifies, to the best of its knowledge and belief, that: *(Check appropriate responses.)*
- (i) The Offeror and/or any of its Principals
    - (A)  Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - Are **not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B)  Have within a 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;
    - Have **not** within a 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; and
    - (C)  Are 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.
    - 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.
  - (ii)  The Offeror has within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  - The Offeror 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).
- b) The Offeror shall provide immediate written notice to the Contracts Professional if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c) 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's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Buyer may render the Offeror nonresponsible.
- d) 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 is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e) 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 knowingly rendered an erroneous certification, in addition to other remedies available to FMP, the Buyer may terminate the subcontract resulting from this solicitation for default.

**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.**

---

**2. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (FAR 52.203-11) (Applies to all offers greater than \$150,000)**

- 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 FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions.
- b) Prohibition. The prohibition and exceptions contained in FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions 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. Compliance With Veterans' Employment Reporting Requirements (FAR 52.222-38) (Applies to all offers greater than \$150,000 except for the supply of commercial items)**

By submission of its offer, the offeror 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 FAR 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

**4. Certificate of Independent Price Determination (FAR 52.203-2) (Applies to fixed price offers that exceed \$150,000)**

- a. The offeror certifies that -
  1. The prices in this offer 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 this offer 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 this bid or proposal, 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.

**5. Cost Accounting Standards Notices and Certification** (FAR 52.230-1) *(Applies to offers in excess of \$2 million subject to CAS as specified in 48 CFR 9903.201 unless one of the following exemptions apply; check applicable box:)*

- The Offeror is a small business concern
- Offeror anticipates a negotiated subcontract not in excess of \$2 million
- Solicitation is for the acquisition of commercial items and the Offeror anticipates a firm-fixed-priced, fixed-priced with economic price adjustment (provided that price adjustment is not based on actual costs incurred), time-and-materials or labor-hour subcontract.
- Offeror anticipates firm-fixed-price subcontracts awarded on the basis of adequate price competition without submission of cost or pricing data
- Offeror anticipates a subcontract of less than \$7.5 million and at the time of award, the business unit of the Offeror will not be performing any CAS-covered contracts or subcontracts valued at \$7.5 million or greater.
- The Offeror's price is set by law or regulation

**This notice is in three parts, identified by Roman numerals I through III.**

Offerors 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 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 \$2 million 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 9903.201-1.
- (b) Any offeror 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 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror 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 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 reporting contract performance cost data.

(c) Check the appropriate box below:

- (1) Certificate of Concurrent Submission of Disclosure Statement

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

- (2) Certificate of Previously Submitted Disclosure Statement.

The Offeror 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 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 hereby certifies that the offeror, 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 \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was

submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror 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 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror 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 will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors 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 ORDER COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror 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 hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror 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 received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION:** An offeror 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 has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING ORDERS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the FAR 52.230-2 Cost Accounting Standards clause require a change in established cost accounting practices affecting existing contracts and subcontracts.     YES             NO

**6. Representation of Extent of Transportation By Sea (DFAR 252.247-7022) *(Applies when the draft purchase order incorporates Navy General Provisions and the offer exceeds \$150,000. Not applicable to the acquisition of commercial items or the direct purchase of ocean transportation services.)***

- (a) The Offeror shall indicate by checking the appropriate box in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation. The Offeror 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.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**7. Signature / Certification**

By signing below, the Offeror certifies that these representations and certifications are accurate, current, and complete. The Offeror further certifies that it will immediately notify the FMP Contracts Professional assigned to this action of any changes to these representations and certifications which may occur from the date of this certification through the term of any resultant subcontract that may be awarded to the Offeror.

Signature of the Officer or Employee Responsible for this Submittal	Printed Name and Title of the Officer or Employee	Date