



**Certifications – Cost Accounting Standards**

**OECO, LLC**

A. Definitions. As used in this document:

“Buyer” means [OECO, LLC].

“Government” means the federal government of the United States.

“Order” means any contract or subcontract between the Buyer and the Seller for the supply of Products or Services, resulting from the Buyer’s request.

“Product” means any products, components, goods or materials agreed in the Order to be supplied to the Buyer by the Seller (including any part or parts of them).

“Seller” means the company or corporation named on the quotation or Order acceptance and/or who supplies the Product and/or Services to the Buyer and applies to any reference in the applicable FAR/DFARS provisions to “contractor” or “offeror.”

“Services” means any services (including without limitation any maintenance, repair and overhaul services) agreed in the Order to be provided to the Buyer by the Seller (including any part or parts of them).

B. Certifications and Representations.

The Seller certifies that the information provided herein shall remain valid from the date of signature below until the conclusion of any contract or order accepted by Seller. The Seller agrees to provide immediate written notice to Buyer if any of the Seller’s certifications and representations change at any time from the date of signature below through the performance of any contract or order accepted; such notice shall not constitute a waiver of Seller’s obligations to perform as previously certified. The Seller acknowledges that Buyer shall rely on the information provided herein in its performance of Government contracts. The Seller understands that it may be subject to immediate default termination by Buyer and debarment/suspension or prosecution for potential criminal or civil penalties by the Government, if the Seller misrepresents or falsely or fraudulently completes any of these certifications or representations. Further, Seller indemnifies and holds Buyer harmless from any damages arising from a false or fraudulent certification herein. Seller shall flow-down these certifications and obligations to its suppliers, to the extent required by the applicable FAR/DFARS provision.

**1. FAR 52.230-1 – Cost Accounting Standards Notices and Certification (MAY 2012)**

Note: This certification does not apply to small businesses or foreign governments. This certification is in four parts, identified by Roman numerals I through IV.

The Seller shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant order.



I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(A) Any order in excess of \$700,000 will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those orders which are exempt as specified in 48 CFR 9903.201-1.

(B) Any Seller submitting a proposal which, if accepted, will result in a order subject to the cost accounting requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement when required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Seller's proposal unless the 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 Seller may satisfy the requirement for submission by providing the information requested in paragraph (C) of Part I of this provision.

(C) Check the appropriate box below:

(1) Submission of Disclosure Statement Not Applicable. The Seller hereby certifies that, as a part of the offer, the Seller has not previously been required to submit a Disclosure Statement and will not be required to submit a Disclosure Statement as a result of this order under 48 CFR Chapter 99.

(2) Certificate of Concurrent Submission of Disclosure Statement. The Seller hereby certifies that, as a part of the offer, the Disclosure Statement has been submitted to the Buyer.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained at [www.whitehouse.gov/omb/procurement\\_casb](http://www.whitehouse.gov/omb/procurement_casb).)

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

Name and Address of Buyer Where Filed: \_\_\_\_\_

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

(3) Certificate of Previously Submitted Disclosure Statement. The Seller hereby certifies that the required Disclosure Statement was filed as follows:

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

Name and Address of Buyer Where Filed: \_\_\_\_\_

The Seller 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.

(4) Certificate of Monetary Exemption. The Seller hereby certifies that the 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 \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Seller further certifies that if such status changes before an award resulting from this proposal, the Seller will advise the Buyer immediately.



(5) Certificate of Interim Exemption. The Seller hereby certifies that (i) the 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 9903.202-1, the Seller is not yet required to submit a Disclosure Statement. The 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 Seller will immediately submit a revised certificate to the Buyer, in the form specified under subparagraph (C)(1) or (C)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: 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 (5). 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 Seller claims exemption under 48 CFR 9903.201-1, proceed to Section III.**

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

The Seller hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the 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 Seller received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Seller further certifies that if such status changes before an award resulting from this proposal, the Seller will advise the Buyer immediately.

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

Yes  No

IV. EXEMPTION FROM COST ACCOUNTING STANDARDS:

The Seller certifies that the award of the contemplated order would be exempt from cost accounting standards under 48 CFR 9903.201-1.

Yes

State exemption claimed under 48 CFR 9903.201-1:



Contracts or subcontracts of less than \$7.5 million, provided that, at the time of award, the business unit of the contractor or subcontractor is not currently performing any CAS-covered contracts or subcontracts valued at \$7.5 million or greater. 9903.201-1(b)(7)

Negotiated contracts and subcontracts not in excess of the Truth in Negotiations Act (TINA) threshold, as adjusted for inflation (41 U.S.C. 1908 and 41 U.S.C. 1502(b)(1)(B)). For purposes of this paragraph (b)(2), an order issued by one segment to another segment shall be treated as a subcontract. 9903.201-1(b)(2)

Contracts and subcontracts with small businesses. 9903.201-1(b)(3)

Firm-fixed-price contracts or subcontracts awarded on the basis of adequate price competition without submission of cost or pricing data. 9903.201-1(b)(15)

Other:

Specify and provide 48 CFR 9903.201-1 provision:

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**CERTIFICATION (SIGNATURE) IS REQUIRED BY AN AUTHORIZED OFFICIAL VERIFYING THE INFORMATION CONTAINED ON THIS FORM IS TRUE AND CORRECT. Signature below applies to all provisions above.**

**Company:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_