



**LEONARDO DRS ANNUAL SUPPLIER REPRESENTATIONS AND CERTIFICATIONS (October 2017)**  
 [Note: 18 U.S.C. § 1001 makes it a crime to knowingly or willfully make false statements in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States].

Supplier Name: \_\_\_\_\_

**Order Address**

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

City: \_\_\_\_\_

State:  Zip Code: \_\_\_\_\_

Country:

Please click here if the Remit To Address is the same as the Order Address

**Remit To Address**

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

City: \_\_\_\_\_

State:  Zip Code: \_\_\_\_\_

Country:

Supplier POC: \_\_\_\_\_

POC Email: \_\_\_\_\_

POC Phone: \_\_\_\_\_ CAGE Code: \_\_\_\_\_

DUNS No: \_\_\_\_\_ Taxpayer ID: \_\_\_\_\_

**1. The Supplier represents that it:**

- is a foreign business concern (i.e., a business concern organized or existing under the laws of a country other than the United States or its territories or possessions)?
- is not a foreign business concern (i.e., a business concern organized or existing under the laws of the United States or its territories or possessions)?

**NOTE: Non-U.S. companies with no operations in the United States or territories only have to complete Items 2, 3, 4, 6, 7, 8, 17, and 18.**

## 2. PARENT COMPANY

- (a) The Supplier represents that  is  is not owned or controlled by a Parent Company. For this purpose, a "Parent Company" is defined as a corporate entity that owns or controls an affiliated group of legal entities and files its income tax returns on a consolidated basis, and of which the Seller is a member.
- (b) If the Seller is owned or controlled by a Parent Company, enter the following information of the Parent Company:

Company Name: \_\_\_\_\_

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

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

City: \_\_\_\_\_

State:  Zip Code: \_\_\_\_\_

Country:

## 3. COMMERCIAL ITEMS/SERVICES FAR PART 2.101

The Seller certifies that the items/services being proposed for procurement  are  are not commercial items as defined in FAR Part 2.101. Upon request of the Defense Contract Audit Agency (DCAA), Seller shall provide information to demonstrate that prices submitted are offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices.

## 4. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS - FAR 52.203-11 (SEP 2007)

- (a) Definitions. As used in this provision a "Lobbying contact" has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.
- (c) Certification. The Seller, 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 Seller with respect to this contract, the Seller shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Seller need not report regularly employed officers or employees of the Seller 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.

## 5. SYSTEM FOR AWARD MANAGEMENT (SAM) - FAR 52.204-7 (OCT 2016)

The Seller represents that --

- (a) It  has  has not registered on the System for Award Management (SAM).
- (b) Sellers may obtain information on registration and annual confirmation requirements via [www.sam.gov](http://www.sam.gov) or at the help desk at [www.fsd.gov](http://www.fsd.gov).
- (c) Type of organization:
- Sole proprietorship;
  - Corporate entity (not tax-exempt);
  - Corporate entity (tax-exempt);
  - Partnership;
  - Government entity (Federal, State, or local);
  - Foreign government;
  - International organization per 26 CFR 1.6049-4 Country:
- 

Seller represents that prior to contract award, during contract performance, and through final payment of any contract issued by Buyer, Seller shall maintain active registration in the U.S. government **SAM** database (see FAR 52.204-7). [www.sam.gov](http://www.sam.gov)

## 6. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION - FAR 52.204-10 (OCT 2016)

- (a) Part I - Introduction and Instructions: To comply with its reporting obligations under Federal Funding and Accountability and Transparency Act (FFATA) and FAR 52.204-10, DRS Leonardo requires its Sellers to complete this certification by responding to each of the following questions. DRS Leonardo will report the data it collects in accordance with the requirements of FFATA.
- (b) Part II - Seller Information: Seller in the previous **tax** year had a gross income from all sources equal to or greater than \$300,000.00  
(Select one):  Yes  No
- (c) Part III - Executive Compensation:
- 1) In the preceding fiscal year (not GFY or tax year), did you receive 80 percent or more of your annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?  
(Select one):  Yes  No
  - 2) In the preceding fiscal year, did you receive \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?  
(Select one):  Yes  No
  - 3) Does the public have access to information about the compensation of your five most highly compensated senior executives through periodic reports filed 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?  
(Select one):  Yes  No

- 4) If you answered yes to questions 1 and 2, and no to question 3, Seller must input names and total compensation of each of the five most highly compensated officers for the current calendar year. **"Total Compensation"** means the complete pay package of Seller's employees, including all forms of money, benefits, services, and in-kind payments, consistent with the regulations of the Securities and Exchanges Commission at 17 CCR 229.402.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Compensation: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Compensation: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Compensation: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Compensation: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Compensation: \_\_\_\_\_

## 7. CERTIFICATION REGARDING RESPONSIBILITY MATTERS - FAR 52.209-5 (OCT 2015)

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

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

- (A)  Are  Are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency;
- (B)  Have  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, violating Federal criminal tax laws, or receiving stolen property (if Seller checks "have", the Seller shall also see 52.209-7, if included in this solicitation); and
- (C)  Are  Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
- (D)  Have  Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The 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) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a 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.*

(b) The Seller shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance

(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 Seller's responsibility. Failure of the Seller to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Seller non-responsible.

(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 a Seller 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 Seller knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**8. PLACE OF PERFORMANCE - FAR 52.215-6 (OCT 1997)**

(a) The Seller, in the performance of any contract 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 Seller or respondent as indicated in this proposal.

(b) If the Seller checks "intends" in paragraph (a) of this provision, the following information is required:

PLACE(S) OF PERFORMANCE: \_\_\_\_\_

NAME AND ADDRESS OF OWNER: \_\_\_\_\_

**9. SMALL BUSINESS PROGRAM REPRESENTATIONS FAR 52.219-1 (OCT 2014)**

The establishment of the Seller's business size, status and other representations are required by government regulations and corporate policy. DRS is required to determine business size and classification of it suppliers and subcontractors in advance of any procurement transactions. Any representation by the Seller and assigned profile of record shall be fully incorporated into all contractual obligations.

Small Business Size Standards information: <https://www.sba.gov/category/navigation-structure/contracting/contracting-officials/small-business-size-standards> . North American Industry Classification Code Systems (NAICS) Information: <http://www.census.gov/eos/www/naics/> .

The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

Representations.

(1) The Seller represents as part of its offer that it  is  is not a small business concern.

(2) [Complete only if the Seller represented itself as a small business concern in paragraph (c)(1) of this provision.] The Seller represents that it  is  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Seller represented itself as a small business concern in paragraph (c)(1) of this provision.] The Seller represents that it  is  is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Seller represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The Seller represents as part of its offer that --

(i) It  is  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Seller shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint

venture: \_\_\_\_\_ Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Seller represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The Seller represents as part of its offer that--

(i) It  is  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The Seller shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(6) [Complete only if the Seller represented itself as a small business concern in paragraph (c)(1) of this provision.] The Seller represents as part of its offer that it  is  is not veteran-owned small business concern.

(7) [Complete only if the Seller represented itself as a veteran-owned small business concern in paragraph (c)(1) of this provision.] The Seller represents as part of its offer that it  is  is not service-disabled veteran-owned small business concern.

(8) [Complete only if the Seller represented itself as a small business concern in paragraph (c)(1) of this provision.] The Seller represents, as part of its offer, that -

(i) It  is  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(i) It  is  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 26, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Seller shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_ Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

Alternate I (Sep 2015). As prescribed in 19.309(a)(2), add the following paragraph (c)(9) to the basic provision:

(9) [Complete if Seller represented itself as disadvantaged in paragraph (c)(2) of this provision.] The Seller shall check the category in which its ownership falls:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), whoever misrepresents the status of any concern as a "small business concern," a "qualified HUBZone small business concern," a "small business concern owned and controlled by socially and economically disadvantaged individuals," or a "small business concern owned and controlled by women" in order to obtain a contract to be awarded under the preference programs established pursuant to the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

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



## 10. PROHIBITION OF SEGREGATED FACILITIES - FAR 52.222-21 (APR 2015)

(a) Definitions. As used in this clause

“Gender identity” has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

“Segregated facilities,” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

“Sexual orientation” has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

## 11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS - FAR 52.222-22 (FEB 1999)

The Seller represents that --

- (i) It  has  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (i) It  has  has not filed all required compliance reports; and Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

## 12. AFFIRMATIVE ACTION COMPLIANCE - FAR 52.222-25 (APR 1984)

**Applies when the Seller has 50 or more employees, or if the Seller has employees that perform work at a construction site.)**

a. The Seller represents that it:

- (i)  has developed will maintain and has on file, or
- (ii)  has not developed and does not have on file, at each establishment, a written affirmative action program required by the rules and regulations of the Secretary of Labor FR 60-1, 60-2 or 60-4)
- (iii)  has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

b. If a.ii. is marked, then the Seller represents that it will develop, maintain, update annually and have on file, at each establishment, a written affirmative action compliance program within 120 days from the commencement of any contract in excess of \$50,000 it receives from the Buyer.



**13. CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN -FAR 52.222-56 (MAR 2015)**

**The offer claims "COTS" exemption**

- (a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).
- (b) The apparent successful Seller shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that --
  - (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
  - (2) Has an estimated value that exceeds \$500,000.
- (c) The certification shall state that --
  - (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and
  - (2) After having conducted due diligence, either --
    - (i) To the best of the Seller's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
    - (ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Seller or proposed subcontractor has taken the appropriate remedial and referral actions.

**14. BUY AMERICAN CERTIFICATE - FAR 52.225-2 (MAY 2014)**

(a) The Seller 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 Seller has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Seller 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 -- Supplies."

(b) Foreign End Products	Country of Origin
_____	_____
_____	_____
_____	_____

**15. COST ACCOUNTING STANDARDS, NOTICES AND CERTIFICATION - FAR 52.230-1 (OCT 2015)**

**Not Applicable to Small Businesses or Foreign governments**

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

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

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

**I. Disclosure Statement --Cost Accounting Practices and Certification**

(a) Any contract in excess of \$750,000 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 9903.201-1.

(b) Any 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 9903.202. When required, the Disclosure Statement must be submitted as a part of the Seller's proposal under this solicitation 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.

*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 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 Federal Acquisition Regulation.)

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

Name and Address of Cognizant ACO or Federal Official 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.

- (2) 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 Cognizant ACO or Federal Official 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.

- (3) 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 Contracting Officer immediately.

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

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Seller is eligible to use the modified 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 contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- 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 Contracting Officer immediately.

Caution: 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 contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- Yes    No

Seller's cognizant DCAA point of contact:

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

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

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

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

(d) Subcontractor shall notify Buyer when the Subcontractor adopts a new accounting and billing system or implements significant updates or changes to the Subcontractor's existing accounting and billing systems. Included with that notification will be documentation which states whether or not the changes have been found to be adequate by the Government.

(e) The Seller  will  will not grant Leonardo DRS access to its books and records to verify proposals and the adequacy of Seller's accounting and billing systems.

**16. CERTIFICATION OF REGISTRATION WITH THE DIRECTORATE OF DEFENSE TRADE CONTROLS (DDTC)**

The Seller certifies that it  is  is not required to be registered to manufacture or export defense articles, or furnish defense services as required by the International Traffic in Arms Regulations (22 C.F.R. Part 122). If required to be registered, the Seller certifies that it is currently registered with DDTC.

**17. GOVERNMENT PROPERTY REPRESENTATIONS/CERTIFICATIONS:**

The Seller represents that it  has  does not have a property system deemed adequate by the government.

Date of last Government Property System review: \_\_\_\_\_

Agency that performed the review: \_\_\_\_\_

**18. REPRESENTATION OF USE OF CLOUD COMPUTING - DFARS 252.239-7009 (SEP 2015)**

(a) *Definition.* "Cloud computing," as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Seller shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation.* The Seller represents that it --

does  does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

**19. Compliance with DFARS clause 252.204-7012**

All contractors that provide goods and/or services in connection with the U.S. Department of Defense (DoD) programs are required by law to comply with [DFARS 252.204-7012](#), which mandates the protection of Controlled Unclassified Information/Controlled Technical Information (CTI) that are collected, developed, received, transmitted, used or stored by or on behalf of the contractor on behalf of the contractor in support of the performance of a DoD contract. This obligation is required to be flowed down to all subcontractors (including commercial items suppliers) of every tier. This DFARS clause specifically mandates that companies meet the 110 IT security standards detailed in the National Institute of Standards and Technology (NIST) Special Publication (SP) [800-171](#). This DFARS clause also imposes a reporting obligation of "within 72 hours of detection" of a cyber incident involving CTI to the DoD at <https://dibnet.dod.mil/portal/intranet>.

Supplier Verification

- 1) We have reviewed and understand these DoD requirements, and\*
  - a. Our company **IS** compliant with the DFARS 252.204-7012 clause including a documented System Security Plan as described in NIST SP 800-171. Our companies System Security Plan is available for review upon request of the contracting officer or prime contractor.
  - b. Our company **IS NOT** currently compliant with the DFARS 252.204-7012 clause.
- 2) We understand that the DFARS 252.204-7012 clause includes mandatory flow-down to our suppliers, and\*
  - a. Our company **IS** working to verify that our next-tier suppliers are compliant with the DFARS 252.204-7012 clause.
  - b. Our company **IS NOT** implementing a supplier verification process for the DFARS 252.204-7012 clause.

## 20. CERTIFICATION OF EXECUTIVE ORDERS

If and to the extent applicable, If any listed Executive Order is revoked or rescinded, it shall be considered inapplicable. the Seller represents and certifies that it complies with the following Executive Orders:

- (a) Executive Order 13495 (Nondisplacement of Qualified Workers Under Service Contracts)
- (b) Executive Order 13658 (Establishing a Minimum Wage for Contractors)
- (c) Executive Order 13665 (Pay Transparency)
- (d) Executive Order 13672 (Prohibiting Discrimination Based on Sexual Orientation and Gender Identity)
- (e) Executive Order 13706 (Paid Sick Leave for Workers on Federal Contracts)

## 21. QUALITY SYSTEM CERTIFICATION

**Seller shall attach evidence indicating the level and type of approval or certification of its quality system, which may include approvals or certifications from other Government Prime Contractors. Please indicate type of Quality System Certification**

- MIL-I-45208   
  ISO-9000   
  AS-9300   
  Prime Contractor approval (attach copy)  
 Other (Explain below)   
  Exempt-Seller provides Services only; no hardware

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<sup>1</sup> If any listed Executive Order is revoked or rescinded, it shall be considered inapplicable.

## REPRESENTATION AND CERTIFICATION OF COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

1. The Seller shall represent and certify by checking the appropriate blank in paragraph (2) whether or not the Seller complies with Defense Federal Acquisition Regulation Supplement (DFARS) 252.204-7012 Compliance with Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016); or whether the Seller qualifies for the commercially available off-the-shelf (COTS) items exception as set forth in DFARS 204.7304.
2. *Representation and certification.* The Seller shall make the following representation and certification:
  - a) The Seller qualifies for the COTS exception as set forth in DFARS 204.7304, and the Seller represents and certifies that it
  - Solely provides COTS items as defined in Federal Acquisition Regulation 2.101\*; and therefore, the Seller qualifies for the exception to DFARS 252.204-7012 Compliance with Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016) as prescribed in DFARS 204.7304. By making this representation and certification, the Seller agrees to only provide COTS items under any resultant award of a subcontract or purchase order; or

b) The Seller does not qualify for the COTS exception as set forth in DFARS 204.7304, and the Seller represents and certifies that it

- Complies with the requirements of DFARS 252.204-7012 Compliance with Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016); or
- Does not comply with the requirements of DFARS 252.204-7012 Compliance with Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016); or
- Will not comply with the requirements of DFARS 252.204-7012 Compliance with Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016) by December 31, 2017, but shall fully comply on or before

*\*\*Commercially available off-the-shelf (COTS) item --\*\**

*(1) Means any item of supply (including construction material) that is --*

- (i) A commercial item (as defined in paragraph (1) of the definition in this section);*
- (ii) Sold in substantial quantities in the commercial marketplace; and*
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and*

*(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.*

**ACKNOWLEDGEMENT**

By signing below, the Seller agrees to the foregoing and certifies that the Representations and Certifications set forth herein are current, accurate, and complete as of the date signed below. This certification shall apply to all solicitations, purchase orders, subcontracts and similar agreements issued to Seller and shall be valid for a period of one (1) year from the date signed below. If Seller's certification herein changes prior to or after any award based on this certification, the 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.

**SIGNATURE BLOCK**

First Name: \_\_\_\_\_

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

Last Name: \_\_\_\_\_

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

**Please save this completed form to your computer for your records and then attach to an email addressed to [CertsReps@drs.com](mailto:CertsReps@drs.com) by December 31, 2017.**