|  |  |  |
| --- | --- | --- |
| SUPPLIER COMPANY NAME: | SUPPLIER DUNS # | SAC SUPPLIER CODE |
|  |  |  |

**SUPPLIER: PLEASE READ THE FOLLOWING NOTICE BEFORE PROCEEDING**

Information requested on this Sikorsky Aircraft Corporation (“SAC”) form SA1048 constitutes representation and certification of material fact upon which SAC relies in awarding any contract to Supplier. SAC may provide this information to the U.S. Government, including as a condition of receiving payment.

All changes to the information submitted by the Supplier on the SA1048 must be reported immediately by completing and submitting to SAC a corrected SA1048. Supplier’s submission of erroneous information, or failure to report changes timely, shall be grounds for terminating for default any contract awarded to Supplier, and shall make Supplier liable for any resulting penalties and damages.

**Supplier is required to complete the SA1048 by executing the electronic signature block at the end of the form and submitting the executed SA1048 to SAC in the original file type (.docm). Except for answer choices included on the SA1048 by SAC, any edits, markings or annotations by Supplier are without effect. SAC reserves the right to revise the SA1048 at any time.**

THE UNDERSIGNED SUPPLIER HEREBY MAKES THE FOLLOWING CERTIFICATIONS AND REPRESENTATIONS TO SAC FOR ALL CONTRACTS EXECUTED WITH SUPPLIER WITHIN TWELVE (12) MONTHS FROM Click here to enter a date.

1. In accordance with Federal Acquisition Regulation (“FAR”) 52.203-2, prices offered by Supplier to SAC have been determined independently and Supplier has not colluded with any other offeror or competitor regarding prices, offer strategy, or the methods and factors used to determine prices offered. Supplier has not disclosed its prices knowingly to other offerors. Supplier has not attempted to induce any other concern regarding an offer for the purpose of restricting competition.

2. Supplier is in full compliance with FAR 52.203-5, and, except for bona fide employees or agencies as defined in FAR 3.401, Supplier has not paid, or agreed to pay, to any person or company a commission, percentage, brokerage, or other fees contingent upon, or resulting from, award of any SAC contract.

3. In accordance with FAR 52.203-3 and FAR 52.203-7, no money, fee, commission, credit, rebate, gift, gratuity, bribe, kickback, thing of value, or compensation of any kind has been offered to, solicited, or accepted from, given directly or indirectly to, or arranged for any officers, officials or employees of SAC or SAC’s customer relating to any SAC contract.

4. Supplier is in full compliance with FAR 52.203-11 and 52.203-12, and 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, in connection with the award of any Federal contract, or the making of an extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federally appropriated funds have been paid to any person for influencing or attempting to influence those persons described above in connection with any SAC contract, Supplier shall complete and submit to SAC the OMB Standard Form LLL, Disclosure of Lobbying Activities.

5. In accordance with FAR 52.203-13, Supplier:

(A) Has established and made available a written code of business ethics and conduct;

(B) Maintains an internal control system that detects and prevents improper conduct;

(C) Timely discloses to the Office of the Inspector General and the Contracting Officer credible evidence of a significant contract overpayment, of a violation of criminal law involving fraud, conflict of interest, bribery, and gratuities, or a violation of the civil False Claims Act;

(D) Fully cooperates with any U.S. Government agencies responsible for audits, investigations, and corrective actions; and

(E) Includes the substance of FAR 52.203-13 in any subcontract subject to that clause.

6. Unless claiming an exemption at (A), (B) or (C) below, the names and total compensation of Supplier’s five most highly compensated executives, as those terms are defined at FAR 52.204-10, for the preceding completed fiscal year are:

|  |  |  |
| --- | --- | --- |
| NO. | NAME | TOTAL COMPENSATION (US $) |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |

(A) By claiming the exemption below, Supplier certifies that in the preceding fiscal year Supplier did not receive 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements:

EXEMPT: ......

(B) By claiming the exemption below, Supplier certifies that in the preceding fiscal year Supplier did not receive $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements:

EXEMPT: ......

(C) By claiming the exemption below, Supplier certifies that the public has access to the information about the compensation of the 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), 780(d)) or section 6104 of the Internal Revenue Code of 1986:

EXEMPT: ......

7. In accordance with FAR 52.209-5, Supplier certifies that it and/or any of its employees, consultants, sub-contractors, vendors or suppliers providing products or services in support of a SAC contract:

(A) ...... presently debarred, suspended, proposed for suspension, debarment, or otherwise declared ineligible for the award of contracts by any Federal agency;

(B) ...... 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) ...... presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (B) of this Paragraph 3.

(D) ......, within the preceding three-year period, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(E) ......, within the preceding three-year period, had one or more contracts terminated for default by any Federal agency or any prime contractor.

(F) If Supplier is required to submit information to the Federal Awardee Performance and Integrity System in accordance with FAR 52.209-7, Supplier has submitted information that is current, accurate and complete.

(G) Supplier shall not enter into any subcontract in excess of $30,000 with a subcontractor that is debarred, suspended, or proposed for debarment unless (1) there is a compelling reason to do so, and (2) Supplier provides to SAC advance, written notification in accordance with FAR 52.209-6.

8. In accordance with FAR 52.211-5, no government surplus, residual inventory, used, reconditioned, or remanufactured materials or goods shall be delivered to SAC whether as end items or components thereof, including raw materials.

9. Unless claiming an exemption at (E) below:

(A) Supplier is in full compliance with FAR 52.222-21, and does not maintain or provide for its employees any segregated facilities at any of its establishments; or permit its employees to perform their services in any location under its control where segregated facilities are maintained. Supplier shall obtain, or has obtained, assurance of compliance with FAR 52.222-21 from proposed subcontractors before awarding any subcontract subject to that clause.

(B) Supplier is in full compliance with FAR 52.222-25, and has on file, at each establishment, affirmative action programs (“AAP”) required by the rules and regulations of the Secretary of Labor (41 Code of Federal Regulations (“CFR”) 60-1 and 60-2). If Supplier does not have AAPs on file, Supplier has not previously had contracts that make Supplier subject to the AAP requirement.

(C) Supplier is in full compliance with FAR 52.222-26, and has filed all reports required by that clause. Supplier shall obtain, or has obtained, assurance of compliance with FAR 52.222-26 from proposed subcontractors before awarding any subcontract subject to that clause.

(D) Supplier is in full compliance with FAR 52.222-35 and 52.222-37, and has filed all reports required by those clauses. Supplier shall obtain, or has obtained, assurance of compliance with FAR 52.222-35 and 52.222-37 from proposed subcontractors before awarding any subcontract subject to that clause.

(E) By claiming the exemption below, Supplier certifies that, pursuant to 41 CFR 60-1.5(a)(3), it is exempt from Paragraphs (A), (B), (C) and (D) above on the basis that all work related to goods or services sold to SAC are performed entirely outside the U.S. by employees who were not recruited within the U.S.

EXEMPT: ......

10. In accordance with Department of Defense FAR Supplement (“DFARS”) 252.209-7001, no country identified by the Secretary of State as having repeatedly provided support for acts of terrorism (Syria, Iran, Cuba, or Sudan) has a significant interest in Supplier or in the entity that will mine, produce or manufacture the product to be furnished under any SAC contract, and that no such government directly or indirectly has a significant interest in a firm that owns or controls Supplier.

11. If Supplier is engaged in the U.S. in the business of either exporting, manufacturing or brokering items subject to the International Traffic in Arms Regulations (“ITAR”), 22 CFR 120-130, Supplier is registered with the Directorate of Defense Trade Controls (“DDTC”) in accordance with 22 CFR 122.1 and 129.3. Supplier maintains an effective export/import compliance program in accordance with DDTC guidelines.

12. Supplier has not paid, or offered or agreed to pay, any fees, commissions or political contributions, as defined in 22 CFR 130.5 and 130.6, to secure the conclusion of a sale of defense articles or defense services to or for the use of the armed forces or international organization of any country other than the U.S. Supplier will notify SAC in writing immediately upon becoming aware that the above certification is inaccurate or will become inaccurate.

13. Supplier is in full compliance with any applicable export licenses or agreements to which Supplier is a party and SAC is the licensee or agreement holder. The export control jurisdiction information (i.e., identifying items as ITAR items or non-ITAR items) previously provided by Supplier to SAC has not changed. This includes, but is not limited to, information that Supplier may have provided to SAC in the “Product Export Control Questionnaire,” Form SA1445.

14. Supplier is in full compliance with DFARS 252.222-7006 with regard to restrictions on the use of mandatory arbitration agreements. Supplier requires compliance with DFARS 252.222-7006 from any subcontractor subject to that clause.

15. Supplier is in full compliance with DFARS 252.223-7001, DFARS 252.223-7002, and DFARS 252.223-7006 with regard to toxic and hazardous materials, ammunition and explosives.

16. Any article, material or supply provided by Supplier to SAC, whether a component or an end product, meets the requirements of “Domestic end product” or “Qualifying country end product” as those terms are defined in FAR 52.225-1 and DFARS 252.225-7000. If an acquisition of an end product is covered by trade agreements, as defined in DFARS 225.401-70, any article, material or supply provided by Supplier to SAC meets the requirements of DFARS 252.225-7021.

17. Supplier is in full compliance with the Restriction on Acquisition of Specialty Metals at DFARS 252.225-7008; the Restriction on Acquisition of Certain Articles Containing Specialty Metals at DFARS 252.225-7009; the Preference for Certain Domestic Commodities at DFARS 252.225-7012; the Preference for Domestic Specialty Metals at DFARS 252.225-7014; the Restriction on Acquisition of Hand or Measuring Tools at DFARS 252.225.7015; the Restrictions on Acquisition of Ball and Roller Bearings at DFARS 252.225.7016; and the Restriction on Acquisition of Anchor and Mooring Chain at DFARS 252.225.7019.

18. If goods for SAC are transported by sea, Supplier is in full compliance with DFARS 252.247-7023.

19. If applicable to Supplier’s subcontract(s), Supplier certifies that it is in full compliance with FAR 52.222-50, Combatting Trafficking in Persons (MAR 2015), and DFARS 252.222-7007, Representation Regarding Combatting Trafficking in Persons (JAN 2015).

20. All goods, services and software provided by Supplier to SAC, including any that are provided by Supplier’s subcontractors, are original and genuine, and are in full compliance with all of SAC’s contract requirements, specifications, certifications, and any supporting data representing contract conformance. Supplier has received and validated all data necessary to make this representation and certifies that none of the goods supplied to SAC is counterfeit, inaccurately marked, or in any manner misrepresented as complying with SAC’s contract requirements if, in fact, it does not.

21. Subject to the penalties found at 13 CFR Parts 121, 126 and FAR Part 19, which are included for reference in Appendix A, Supplier represents that it meets the following requirements of the U.S. Small Business Administration found at 13 CFR Parts 121, 126 and FAR Part 19, or is claiming an exemption at (F) below:

(A) Supplier’s business size is ......

(B) Supplier’s NAICS Code is

(C) Supplier’s socio-economic status\* is:

1. Woman Owned Business ......
2. Small Disadvantaged Business ......
3. Veteran Owned Business ......
4. Service Disabled Veteran Owned ......
5. Minority Owned Business ......
6. Historically Black College or University/Minority Institution......

*\*Definitions of the above socio-economic statuses and penalties for misrepresentation are included for reference only in Appendix A. Supplier is responsible for reviewing the most recent socio-economic category definitions in the applicable regulations referenced above prior to executing this SA1048.*

(D) Supplier is an SBA-certified HUBZone small business concern: ......

(E) Supplier is registered with the Dynamic Small Business Search database: ......

(F) By claiming the exemption below, Supplier certifies that it is not a business entity with a place of business in the U.S. and does not contribute to the U.S. economy through payment of taxes and/or use of American products, material or labor.

EXEMPT: ......

SUPPLIER CERTIFIES AND REPRESENTS THAT THE INFORMATION PROVIDED HEREIN IS CURRENT, ACCURATE AND COMPLETE. THE INDIVIDUAL SIGNING THIS FORM ON BEHALF OF SUPPLIER IS A SENIOR OFFICIAL OF SUPPLIER, OR A DELEGATEE OF A SENIOR OFFICIAL, AND HAS ACTUAL AUTHORITY TO BIND SUPPLIER. IN ADDITION TO ANY OTHER REMEDIES, SUPPLIER SHALL INDEMNIFY AND HOLD BUYER HARMLESS FROM ANY LOSS OR DAMAGE RELATING TO, OR ARISING OUT OF, INCORRECT INFORMATION ON THIS FORM.

NAME

# TITLE

COMPANY NAME

DATE OF EXECUTION

ELECTRONIC SIGNATURE

*Insert /s/ followed by full name of signer.  Example:  /s/ John Doe.*

**APPENDIX A**

**SOCIO-ECONOMIC CATEGORY DEFINITIONS AND PENALTIES FOR MISREPRESENTATION**

*The following is for informational purposes only. The regulations quoted below are subject to change during the applicability period of this SA1048, and Supplier is responsible for reviewing any such changes and updating SAC if its socio-economic status changes.*

Socio-economic Category Definitions

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Penalties for Misrepresentation

Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.