

15.406-2 Certificate of Current Cost or Pricing Data.

(a) When *certified cost or pricing data* are required, the *contracting officer shall* require the contractor to execute a Certificate of Current *Cost or Pricing Data*, using the format in this paragraph, and *must* include the executed certificate in the contract file.

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the *cost or pricing data* (as defined in section 2.101 of the Federal *Acquisition Regulation (FAR)* and required under FAR subsection 15.403-4) submitted, either actually or by specific identification *in writing*, to the *Contracting Officer* or to the *Contracting Officer's* representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the *cost or pricing data* supporting any advance agreements and *forward pricing rate agreements* between the *offeror* and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for *price* adjustment, or other submission involved, giving the appropriate identifying number (*e.g.*, RFP No.).

** Insert the *day*, month, and year when *price* negotiations were concluded and *price* agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on *price*.

***Insert the *day*, month, and year of signing, which *should* be as close as practicable to the date when the *price* negotiations were concluded and the contract *price* was agreed to.

(End of certificate)

(b) The certificate does not constitute a representation as to the accuracy of the contractor’s judgment on the estimate of future costs or projections. It applies to the data upon which the judgment or estimate was based. This distinction between fact and judgment *should* be clearly understood. If the contractor had information reasonably available at the time of agreement showing that the negotiated *price* was not based on accurate, complete, and current data, the contractor’s responsibility is not limited by any lack of personal knowledge of the information on the part of its negotiators.

(c) The *contracting officer* and contractor are encouraged to reach a prior agreement on criteria for establishing closing or cutoff dates when appropriate in order to minimize delays associated with proposal updates. Closing or cutoff dates *should* be included as part of the data submitted with the proposal and, before agreement on *price*, data *should* be updated by the contractor to the latest closing or cutoff dates for which the data are available. Use of cutoff dates coinciding with reports is acceptable, as certain data *may* not be reasonably available before normal periodic closing dates (*e.g.*, actual *indirect costs*). Data within the contractor’s or a subcontractor’s organization on matters significant to contractor management and to the Government will be treated as reasonably available. What is significant depends upon the circumstances of each *acquisition*.

(d) Possession of a Certificate of Current *Cost or Pricing Data* is not a substitute for examining and analyzing the contractor’s proposal.

(e) If *certified cost or pricing data* are requested by the Government and submitted by an *offeror*, but an exception is later found to apply, the data *shall* not be considered *certified cost or pricing data* and *shall* not be certified in accordance with this subsection.

Parent topic: 15.406 Documentation.