



**Certification of Most Favored Customer Pricing**

(Reference CD-0036)

**(a) Definitions.**

“Most Favored Customer” prices, as used in this clause, means the lowest price at which a sale of a particular item or service was made to any customer in the general public. The term does not include the price at which a sale was made to a subsidiary, affiliate, or parent business organization of the Subcontractor, or any other branch of the same business entity.

**(b) Submission Requirements.**

The Offeror/Subcontractor shall execute and submit to the Company Subcontract Administrator, the following certificate with any offer/proposal when requested by the Company.

**CERTIFICATE OF MOST FAVORED CUSTOMER PRICING**

The Offeror/Subcontractor certifies that, to the best of its knowledge and belief, the prices offered for those items or services (whether or not separately identified) that the Subcontractor offers for sale are no higher than the lowest price at which such items or services were offered or sold to its most favored customer under similar conditions of quantity and delivery during the most recent regular monthly, quarterly, or other period for which sales data are reasonable available, provided that in no event shall this period be less than 1-month in duration.

**Offer/Proposal No.:**

\_\_\_\_\_

**Time Period for Sales Data:**

\_\_\_\_\_

**Firm:**

\_\_\_\_\_

**Typed Name and Signature:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

*(End of Certificate)*

**(c) Audit.**

The Company or representatives of the Company shall have the right to examine and audit all directly pertinent records of sales and related documents, including contract terms and conditions, necessary to verify the validity of any certificate executed in accordance with paragraph (b) of this clause. The Subcontractor shall make those records, books, data, and documents available for examination, audit, or reproduction until three (3) years after the date the certificate set forth in paragraph (b) of this clause is executed. Nothing contained in this clause shall require the submission of cost or pricing data not otherwise required by law or regulation.

**(d) Price Reduction.**

If any price, including profit or fee negotiated in connection with this contract, or any cost reimbursable under this contract, has increased because the certification in subparagraph (b) of the certificate was inaccurate, incomplete, or misleading, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.