

Annual Representations and Certifications for U.S. & Non-U.S. Suppliers

AM General LLC
Revision Date: 02/14/2025

INSTRUCTIONS FOR COMPLETION:

All Sellers, regardless of business size, solicitation type or dollar amount, must complete Sections I, & III in their entirety (Sam.gov UID and Cage Code are optional fields for non-USG supplier support).

Any Sellers who do (or want to) provide AM General LLC with goods or services in support of a United States Government (USG) contract must complete all Sections of the form. The form must be submitted and accepted prior to placement of any USG Funded Purchase Orders in accordance with federal law requirement identified herein.

DEFINITIONS (as used in this document):

1. "Buyer" means AM General LLC.
2. "DFARS" means Defense Federal Acquisition Regulation Supplement, found at acquisition.gov
3. "FAR" means Federal Acquisition Regulation, found at acquisition.gov.
4. "Government" means the federal government of the United States.
5. "Order" means any purchase order or subcontract between Buyer and Seller for the supply of Products or Services, resulting from Buyer's request.
6. "Seller" means the company or corporation completing this form.

SECTION I: GENERAL INFORMATION

1. 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.
2. Seller agrees to provide immediate written notice to Buyer if any of 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.
3. Seller acknowledges that Buyer shall rely on the information provided herein in its performance of U.S. Government contracts and subcontracts. 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 U.S. Government, if 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.
4. Seller shall flow-down these certifications and obligations to its Sellers, to the extent required by the applicable FAR/DFARS provision.

5. Buyer reserves the right to amend these requirements at any time, at which point it will obtain Seller's concurrence.

SECTION I (a): GENERAL REGISTRATION INFORMATION

1. Seller Registration Information.

| | | | |
|--------------------|--|--|--------------|
| Company Legal Name | | Doing Business As (if different than legal name) | |
| Physical Address | | | |
| City | | State | Province |
| Country | | Postal Code + 4 | Country Code |
| DUNS Number | | SAM UID | Cage Code |

- 2. Place of Performance.** If the Seller intends to perform work other than the business physical address above, please provide the information if applicable. Applicable Federal Acquisition Regulation: FAR 52.215-6 Place of Performance.

| | | | |
|--------------------|--|--|--------------|
| Company Legal Name | | Doing Business As (if different than legal name) | |
| Physical Address | | | |
| City | | State | Province |
| Country | | Postal Code + 4 | Country Code |
| DUNS Number | | SAM UID | Cage Code |

3. Quality Registration/Certifications: Check one (highest level certificate/approval)

| Quality Registration/Certification | Registered Y/N | Certificate Expiration Date |
|------------------------------------|----------------|-----------------------------|
| IATF 16949 Registered | | |
| ISO 9001 Registered | | |

PLEASE RETURN A COPY OF YOUR IATF OR ISO CERTIFICATE WITH THIS FORM (if applicable)

If not currently IATF Certified, please provide a response to the following:

Do you plan to become IATF Certified?

Yes Estimated date:

No If no, how do you ensure quality standards are met?

Quality Control Point of Contact:

Name:

Address:

Phone Number:

Email Address:

4. Seller Point of Contact:

For Form Content:

For questions regarding this form, please contact the following individual(s) (please provide POC information for your company):

Name:

Address:

Phone Number:

Email Address:

Supplier General Business Contact:

Same as Above:

Name:

Address:

Phone Number:

Email Address:

5. Business Status

1. The establishment of the Seller's business size, status and other representations are required by government regulations and corporate policy. The AM General Company and/or affiliates are required to obtain business size and classification of its Sellers and subcontractors in advance of any procurement transaction(s). Any representation by the Seller and assigned profile of record shall be fully incorporated into all contractual obligations. [Business Size / Classification Instructions](#)
2. North American Industry Classification System (NAICS)

- a. Insert the primary six-digit NAICS code that identifies business establishments according to various industry classifications and aligns with business size identified below. NAICS replaced the Standard Industrial Classification (SIC) system. <https://www.census.gov/naics>

b. NAICS

| Code | Description | Large | Small |
|------|-------------|-------|-------|
| | | | |
| | | | |
| | | | |

NOTICE: Seller represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer to Buyer. In accordance with 15 U.S.C. 645(d), any person or concern who misrepresents a firm's proper size classification shall (1) punished by imposition of a fine, imprisonment or both; (2) be subject to administrative remedies (including suspension and debarment); and (3) be subject to ineligibility for participation in programs conducted under the authority of the Small Business Act.

SECTION I (b): SMALL BUSINESS PROGRAM REPRESENTATIONS (REFERENCE: FAR 52.219-1)

- 1. Representations under definitions in FAR 52.219-1:
 - a. Seller represents as part of its offer that it **is**, **is not** a small business concern under applicable size standards established by the Small Business Administration.
 - b. (Complete only if Seller represented itself as a small business concern in paragraph (1)(a) of this provision.) Seller represents that it **is**, **is not**, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - c. (Complete only if Seller represented itself as a small business concern in paragraph (1)(a) of this provision.) Seller represents as part of its offer that it **is**, **is not** a women-owned small business concern.
 - d. Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if Seller represented itself as a women-owned small business concern in paragraph (1)(c) of this provision.] 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 (1)(d)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [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: [Company].] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
 - e. Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if Seller represented itself as a women-owned small business concern eligible under the WOSB Program in (1)(d) of this provision.] Seller

represents as part of its offer that: 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 (1)(e)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [Seller shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: [Company].] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

ii. It **is**, **is not** a HUB Zone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (1)(h)(i) of this provision is accurate for each HUB Zone small business concern participating in the HUB Zone joint venture. [Seller shall enter the names of each of the HUB Zone small business concerns participating in the HUB Zone joint venture: [Company].] Each HUB Zone small business concern participating in the HUB Zone joint venture shall submit a separate signed copy of the HUB Zone representation.

2. Representations under FAR 52.226-1:

a. Seller represents as part of its offer that it **is**, **is not** a Native American Owned organization under applicable size standards established by the Small Business Administration and additionally that it is (check all that apply):

- i. Indian Tribe
- ii. American Indian
- iii. Eskimos
- iv. Aleuts
- v. Native Hawaiians
- vi. Other:

SECTION I (c): FOREIGN BUSINESS STATUS

The Seller represents, pursuant to government law or regulation, that it:

- is, or** **is not** 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).

SECTION I (d): SAM.GOV REGISTRATION

Please identify if you **are** currently registered in the System for Award Management (SAM) and have completed the on-line representations and certifications electronically on SAM.

- The contractor has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov>.

SAM.gov certification expiration date:

If you are currently **not** registered in SAM.gov and do (or want to) provide AM General LLC with goods or services in support of a United States Government (USG) contract, please complete the SAM.gov registration at the link found here: <https://sam.gov/content/home>. Any entity that wishes to do business with the federal government and who will receive federal funds or a subaward must have a Unique Entity Identification (UEI) number issued via www.SAM.gov as well as a valid registration on www.SAM.gov.

SECTION I (e): CERTIFICATION OF REGISTRATION WITH THE DIRECTORATE OF DEFENSE TRADE CONTROLS (DDTC)

The Seller certifies that it:

- is, or 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.

If Seller is registered, please provide registration expiration date:

SECTION I (f): PROTECTION OF HUMAN RIGHTS; CONFLICT OF INTEREST; BUSINESS RECORDS

Protection of Human Rights

- i) (Check only ONE): The Seller certifies that it: **does, or** **does not** have policies and procedures in place to promote the protection of human rights within its operations, including working conditions that are healthy, safe, and free from harassment and discrimination, and prohibit all forms of child labor, forced labor, or human trafficking in connection with the goods and services it provides to its customers.

If No, provide an explanation of how human rights are protected within its operations:

SECTION I (g): CONFLICT OF INTEREST

(Check only ONE): The Seller certifies that it: **does**, or **does not** have policies and procedures in place to detect and mitigate potential conflicts of interest, including but not limited to those related to current or former employment by a third-party organization.

If No, provide an explanation of how potential conflicts of interest are avoided or detected:

SECTION I (h): BUSINESS RECORDS

(Check only ONE): The Seller certifies that it: **does**, or **does not** have policies and/or procedures addressing the creation, maintenance, and retention of accurate business records, including but not limited to those records related to quality.

If No, provide an explanation of how accurate business records are maintained:

SECTION II: FAR/DFARS STANDARD REPRESENTATIONS AND CERTIFICATIONS

Any Sellers who do (or want to) provide AM General LLC with goods or services in support of a United States Government (USG) contract must complete all Sections (including this Section) of the form.

SECTION II (a): CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (REFERENCE: FAR 52.203-13)

1. The Seller represents that it **does**, **does not** have a written Code of Business Ethics and Conduct (as described in FAR 52.203-13), which is available to employees engaged in performance of Government contracts and/or subcontracts.
2. For any order from Buyer in excess of the threshold specified in FAR 3.1004(a) with a performance period of more than 120 days, the Seller certifies that, within 30 days after award, it shall have a written code of business ethics and conduct, a copy of which the Seller will make available to each employee engaged in performance of Government contracts and/or subcontracts.

SECTION II (b): CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (REFERENCE: FAR 52.203-11)

Seller's designated representative hereby certifies that he or she has read and understands (i)-(v), below.

(i) Definitions. As used in this provision, "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 entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(ii) Prohibition. The prohibition and exceptions contained in the FAR clause entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(iii) Certification. Seller 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 a subcontract or PO, or the prime contract it is awarded under.

(iv) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Seller with respect to a subcontract or PO, or the prime contract it is awarded under, Seller shall complete and submit, with each offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Seller need not report regularly employed officers or employees of Seller to whom payments of reasonable compensation were made.

(v) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into a subcontract or PO imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under FAR 52.203-11 or who fails to file or amend the disclosure required to be filed or amended by FAR 52.203-11, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SECTION II (c): REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (REFERENCE: FAR 52.204-10) (Applicable to first-tier subcontracts)

In accordance with FAR 52.204-10, Executive Compensation and First-Tier Subcontract Award data will be provided to the Federal Funding Accountability and Transparency Act Sub-Award Reporting System (www.fars.gov) for orders valued at \$30,000.00 or more. Including the following information, as required.

(1) Congressional District:

- (i) Seller's Congressional District: [INSERT]
- (ii) Performance Location Congressional District (if different from above): [INSERT]

(2) First-Tier Subcontract Information:

- (i) In the Seller's preceding tax year, the Seller:

(A) **Did** **Did not** have gross income from all sources under \$300,000.

(3) First-Tier Subcontractor Compensation:

(i) In the Seller's preceding fiscal year, the Seller:

(A) **Did** **Did not** receive 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants), cooperative agreements and other forms of Federal financial assistance:

AND

Did **Did not** receive \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants), cooperative agreements and other forms of Federal financial assistance.

(B) The public **does**, **does not** have access to information about the compensation of the executives through periodic files under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or section 6104 of the Internal Revenue Code of 1986 (to determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm).

(ii) Seller's top five most highly compensated executives and *total compensation (Complete the following only if the answer to (A) above is **Did** and (B) **Does Not**):

| Seller's Top Five Executives | *Total Compensation |
|-------------------------------------|----------------------------|
| | |
| | |
| | |
| | |
| | |

***Total Compensation:** The cash and noncash dollar value earned by the executive during the Seller's preceding fiscal year and includes the following: salary and bonus, award of stock, stock options, and stock appreciation rights, earnings for services under non-equity incentive plan, changes in pension value, and above-market earnings on deferred compensation which is not tax-qualified, as well as other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.00. For more information see FAR 52.204-10 or 17 CFR 229-402(c)(2).

SECTION II (d): REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (REFERENCE: FAR 52.204-24)

(1) Definitions and Prohibitions. See 52.204-25 for list of definitions and prohibitions as used in this provision.

(2) The Seller represents that:

(a) It **DOES**, **DOES NOT PROVIDE** covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation; and

(b) After conducting a reasonable inquiry, for purposes of this representation, the Seller represents that:

It **DOES**, **DOES NOT USE** covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services.

If the Seller has represented that it “DOES PROVIDE” or that it “DOES USE” covered telecommunications equipment or services, the Seller shall provide the following information as part of the offer—

(a) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(b) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition paragraph of this provision;

(c) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(d) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

SECTION II (e): FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS (FASCSA) – REPRESENTATION AND DISCLOSURES (REFERENCE: FAR 52.204-29)

The Seller provides that by submission of an offer, the Seller represents that it has conducted a reasonable inquiry, and that the Seller does not propose to provide or use any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order.

Reasonable inquiry of a FASCESA prohibited covered article or source can be conducted here: <https://sam.gov/content/supplychainorders> (select "View FASCESA Orders").

Definitions:

FASCESA Order – An order issued under the Federal Acquisition Supply Chain Security Act (FASCESA) which requires the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or covered articles from executive agency procurement actions.

Covered Article - This is defined in FAR 4.2301 and 41 U.S.C. 4713(k) as:

- Information technology including cloud computing services of all types;
- Telecommunications equipment or telecommunications service;
- The processing of information on a Federal or non-Federal information system subject to the requirement of the Controlled Unclassified Information program; and
- Hardware, systems, devices, software, or services that include embedded or incidental information technology.

SECTION II (f): CERTIFICATION REGARDING RESPONSIBILITY MATTERS, TAX LIABILITY AND FELONY CONVICTION (REFERENCE: FAR 52.209-5, 52.209-11)

The Seller certifies, to the best of its knowledge and belief, that the Seller and/or any of its Principals -

ARE, **ARE NOT** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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", see FAR 52.209-7, if included in the solicitation);

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;

HAVE, **HAVE NOT** within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$10,000 for which the liability remains unsatisfied;

HAVE, **HAVE NOT** within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency;

IS, **IS NOT** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

IS, **IS NOT** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

SECTION II (g): LIMITATIONS ON PASS-THROUGH CHARGES (REFERENCE 52.215-23) (Applies when the contemplated contract type is expected to be a cost-reimbursement type subcontract, and the total estimate value exceeds the simplified acquisition threshold of \$250,000.00.

If this certification is not applicable (i.e., expected to be a Firm Fixed Price subcontract), check the N/A box located below. If this box is checked, no further action in this section required.)

Not Applicable (anticipated subcontract is FFP and/or below the Simplified Acquisition Threshold)

If above box is not checked, Seller must provide a response to the following:

Seller acknowledges that cost reimbursement subcontracts greater than the Simplified Acquisition Threshold issued by AM General shall be subject to FAR 52.215-23, Limitations on Pass-Through Charges.

AND

Seller represents that it **will not** subcontract more than 70 percent of the total cost of the work to be performed under any cost reimbursement subcontract greater than the Simplified Acquisition Threshold issued by AM General. In the event this Representation changes, the seller is responsible for timely notification to AM General.

OR

Seller represents that it **will** subcontract more than 70 percent of the total cost of the work to be performed under any cost reimbursement subcontract greater than the Simplified Acquisition Threshold issued by AM General. In the event this Representation changes, the seller is responsible for timely notification to AM General.

SECTION II (h): NONSEGREGATED FACILITIES REQUIREMENTS (REFERENCE: FAR 52.222-21)

1. Certification of nonsegregated facilities
 - a. Segregated facilities," as used in this provision, 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, or national origin because of habit, local custom, or otherwise.
 - b. By the submission of this offer, the Seller **certifies 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 Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

- c. The Seller further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will –
 - i. Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - ii. Retain the certifications in the files; and
 - iii. Forward the notice appearing in Paragraph O (below) to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

SECTION II (i): PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (REFERENCE: FAR 52.222-22)

The Seller represents that it –

- a. **has participated** in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925 or the clause contained in Section 201 of Executive Order 11114 and has filed all required compliance reports; or
- b. **has participated** in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925 or the clause contained in Section 201 of Executive Order 11114 but has not filed all required compliance reports; or
- c. **has not participated** in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive order 10925 or the clause contained in Section 201 of Executive Order 11114 and therefore no compliance reports have been required.

SECTION II (j): AFFIRMATIVE ACTION COMPLIANCE (REFERENCE: FAR 52.222-25)

1. The Seller represents that it:
 - a. **has developed**, will maintain and has on file, or
 - b. **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 41 CFR 60-1, 60-2.
 - c. **has not previously** had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.
2. If 1.b is marked above, 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.

SECTION II (k): CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (REFERENCE: FAR 52.222-56) (Not applicable to COTS)

The Seller certifies that before award of any subcontract or PO (i) for supplies, other than commercially available off-the-shelf items, acquired outside of the U.S., or services to be performed outside of the U.S. and (ii) has an estimated value that exceed \$550,000 that it:

- a. **has, or** **has not** implemented compliance plans for each and every AM General subcontract, and that the purpose of such plans is to prevent any prohibited activities identified at paragraph (b) of FAR 52.222-50 and to monitor, detect, and terminate any Seller employee, agent, subcontract or subcontractor employee engaging in prohibited activities; and
- b. After having conducted due diligence for each such subcontract, either—
 - i. is not aware that it or any of its agents, subcontractors, or their agents are engaged in any such activities on any of the subcontracts; or
 - ii. abuses relating to any of the prohibited activities identified in paragraph (b) of FAR 52.222-50 have been found and the appropriate remedial and referral actions have been taken.

SECTION II (l): BUY AMERICAN CERTIFICATE (REFERENCE: FAR 52.225-2)

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 FAR clause 52.225-1 Buy American—Supplies.

Seller hereby acknowledges and agrees that by submission of its offer or delivery of goods to Buyer that:

Each end product is a domestic end product (for other than COTS items, Seller has considered components of unknown origin to have been mined, produced, or manufactured outside the United States); or (2) Seller shall list by country of origin the foreign end products in each future proposal (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 the definition of “domestic end product”).

SECTION II (m): CERTIFICATION OF COUNTERFEIT PARTS PLAN INCLUDING COUNTERFEIT ELECTRONIC PARTS DETECTION AND AVOIDANCE SYSTEMS (REFERENCE: DFARS 252.246-7007 AND 252.246-7008)

- 1. The Seller certifies that it:
 - does, or** **does not** provide goods or services that are Electrical, Electronic, and Electro-mechanical (EEE) parts or contain EEE parts. (note: Electrical connectors are considered EEE parts.)
- 2. If “no”, do not proceed further.
- 3. If “yes”, Seller further certifies that it:
 - a. **does, or** **does not** have a Counterfeit Parts Plan in place for the detection and avoidance of counterfeit goods or services.
 - b. Such plan **is, or** **is not** consistent with References DFARS 252.246-7007 and 252.246-7008 and Industry Standards (e.g. SAE’s AS5553, AS6081, and A6496).

SECTION II (n): CERTIFICATION OF THE SAFEGUARDING COVERED DEFENSE INFORMATION REQUIREMENTS (REFERENCE: DFARS 252.204-7012)

DFARS clause 252.204-7012, titled "Safeguarding Covered Defense Information and Cyber Incident Reporting," focuses on two key areas for government contractors and subcontractors:

1. Protecting Unclassified Covered Defense Information (CDI):

- a. Requires contractors and subcontractors to implement "adequate security" measures to safeguard CDI used in performing a Department of Defense (DoD) contract. "Adequate security" is based on the potential harm from losing, misusing, or unauthorized access to the information.
- b. Security measures are expected to follow the recommendations outlined in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations."

2. Cyber Incident Reporting:

- a. Requires contractors and subcontractors to report cyber incidents impacting DoD contract performance to the DoD Contracting Officer.
- b. The reported incident must have resulted in a compromise (unauthorized access or disclosure) or have a potential adverse effect on information systems, or the information stored within them.

By following these requirements, the clause aims to ensure the confidentiality and integrity of sensitive defense information entrusted to contractors and subcontractors.

The Seller certifies that it:

- is, or** **is not** in compliance with the requirements of DFARS clause 252.204-7012 to provide 'adequate security' for all 'covered defense information' on all 'covered contractor information systems', as those terms are defined in the clause.

SECTION II (c): CERTIFICATION OF NIST SP 800-171 DoD ASSESSMENT AND SPRS REPORTING REQUIREMENTS (REFERENCE: DFARS 252.204-7019)

To ensure compliance with NIST SP 800-171 security requirements mandated by DFARS 252.204-7012, AM General requires any potential subcontractors to demonstrate their cybersecurity posture by having completed a basic NIST SP 800-171 DOD Assessment within the past three years for relevant covered contractor information systems (excluding government-operated IT systems) included in their proposal.

1. The Seller **has or** **has not** completed a NIST SP 800-171 DoD Basic Assessment (<https://csrc.nist.gov/pubs/sp/800/171/r2/upd1/final>) within the last three (3) years or within a lesser time if specified in the solicitation/contract.
2. The Seller **has or** **has not** ensured the above Assessment has been posted in the Seller Performance Risk System (SPRS) <https://www.sprs.csd.disa.mil/>.
3. **If answered "has not" to either question 1 or 2:** The Seller **is, or** **is not** going to work towards compliance with both questions. IF "IS," the date the Seller anticipates completing the assessment [Publish Date] **(The seller is required to complete the Basic Assessment (noted in 2. above) and post the score (noted in 3. Above) before they are eligible to receive any order).**

Please note: Failure to comply with NIST SP 800-171 cybersecurity standards and future CMMC 2.0 requirements may disqualify sellers from receiving future orders.

SECTION II (p): Compliance with the Cybersecurity Maturity Model Certification Level Requirement (REFERENCE: DFARS 252.204-7021)

Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement Requirements pertaining to Cybersecurity Maturity Model Certification (CMMC) are either anticipated or are now in place via a contract clause or RFP requirement. Suppliers must achieve CMMC certification at or above the required CMMC level before issuance of a Purchase Order (PO). Suppliers who will, at minimum, receive and transmit Federal Contracting Information (FCI) will be required to comply with the cybersecurity requirements for protecting Federal Contract Information (FCI) as outlined in FAR clause 52.204-21 and the Cybersecurity Maturity Model Certification (CMMC) Level 1. Suppliers who are required to receive, generate, or store Controlled Unclassified Information must achieve a CMMC Level 2 or higher certification before issuance of a PO. Answer the questions below based on your organization's current state regarding CMMC.

Seller represents that it (Select only ONE of the following):

- Has been** certified by an accredited third-party CMMC assessor.
- Has not been** certified but has begun the certification process, or intends to seek certification, by an accredited 3rd party CMMC assessor.
- Does not intend** to seek CMMC certification.

Sellers that have been certified must provide:

- a) Seller's certification level (Select only ONE):
 - Level 1 (Foundational)
 - Level 2 (Advanced)
 - Level 3 (Expert)
- b) Name of accredited third-party assessor: [Company]
- c) Date of expiration:

Sellers that have begun the certification process or intend to seek certification must provide:

- a) Seller's intended minimum certification level (Select only ONE):
 - Level 1 (Foundational)
 - Level 2 (Advanced)
 - Level 3 (Expert)

SECTION II (q): REPORT OF PERFORMANCE INTENDED OUTSIDE OF THE UNITED STATES AND CANADA – SUBMISSION WITH OFFER (REFERENCE: DFAS 252.225-7003)

The Seller certifies that it shall submit, with its offer, a report of intended performance outside the U.S. and Canada if: (a) The offer exceeds \$15 million in value; and (b) The Seller is aware that the Seller or a first-tier subcontractor intends to perform any part of the contract outside the U.S. and Canada that— (1) Exceeds \$750,000 in value, and (2) Could be performed inside the U.S. or Canada.

SECTION II (r): RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (REFERENCE: DFARS 252.225-7009)

Seller agrees to comply with the DFARS Specialty Metals restrictions when delivering applicable product(s) under contracts with agencies of the DOD. Any specialty metals incorporated in items delivered under contracts with agencies of the DOD shall be melted or produced in the U.S., its outlying areas, or a qualifying country, or are subject to an available exception. DFARS 252.225-7009 must be included in subcontracts throughout the supply chain for items that include specialty metals (including subcontracts for commercial items).

SECTION II (s): RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (REFERENCE: DFARS 252.225-7052)

Seller agrees to comply with DFARS 252.225-7052 when delivering applicable product(s) under contracts with agencies of the DOD. The Seller shall not deliver under this contract any covered material melted or produced in any covered country, or any end item, manufactured in any covered country, that contains a covered material (10 U.S.C. 2533c).

SECTION III: AUTHORIZED SIGNATURE OF SELLER

By signing below, the Seller certifies that the Representations and Certifications are accurate, current and complete. Certifying affirmatively asserts your understanding and compliance with these Representations and Certifications.

CERTIFICATION (SIGNATURE) IS REQUIRED BY AN AUTHORIZED OFFICIAL FOR THE SELLER VERIFYING THE INFORMATION CONTAINED ON THIS FORM IS TRUE. (VOID UNLESS SIGNED)

Certifying Official:

Signature: _____

Name: _____

Email: _____

Title: _____

Phone: _____

Certification Date: _____

END OF DOCUMENT