



**ANNUAL FEDERAL REPRESENTATIONS,
CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS**

CNT-4003 Rev D
Date: 2023-07-10

ANNUAL FEDERAL REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Your company is a potential supplier of goods and/or services ("Subcontractor" or "Offeror" or such other nomenclature used herein reasonably applicable, including, without limitation "Contractor") to ArmorWorks (AWE) whose Subcontract may be funded under a US Government contract. The Federal Representations, Certifications and Other Statements of Offerors ("Reps & Certs") contained herein are to be completed by you to AWE and are incorporated by reference into the subcontract or purchase order issued (if any) by AWE to you under a US Government contract. US Government regulations prohibit AWE from awarding a subcontract funded under a US Government contract unless the Subcontractor certifies that it complies with certain US laws, regulations and policies. Accordingly, to be eligible for award you are required to complete all of the Reps & Certs contained in this form. Failure to furnish such Reps & Certs may be cause for the rejection of Subcontractors bid(s) or proposal(s) as non-responsive, resulting in no award.

Upon completion, please execute, date and return this form to AWE as instructed. By completing and executing this form, Subcontractor certifies that the signatory has complete authority to make the Representations and Certifications contained herein and that the information contained in this form shall be valid for one year from the date of execution. Should the information contained herein change, Subcontractor agrees to promptly notify ArmorWorks of such change and submit an updated Reps & Certs.

1.0 GENERAL BUSINESS INFORMATION

Company (Offeror) Name:	
Contact Name:	
Contact Phone Number:	
Contact Title:	
Contact Email Address:	
Company Website Address:	
DUNS Number:	
CAGE Code:	
Tax ID Number:	
Type of Products or Services Offered:	
Primary NAICS Code:	
Secondary NAICS Code:	
RFP/Subcontract/PO Number:	

(End of Section)



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2.0 REPRESENTATIONS AND CERTIFICATIONS REQUIRED BY THE FEDERAL ACQUISITION REGULATION (FAR)

2.1 FAR 52.204-3 TAXPAYER IDENTIFICATION

(a) Definitions

Common Parent as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN) is the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) – (f) of this provision to comply with debt collection requirements of 31 USC 7701(c) and 3325(d), reporting requirements of 26 USC 6041, 6041A and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31% reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offerors relationship with the government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offerors TIN.

(d) Taxpayer Identification Number (TIN)

TIN:

TIN has been applied for.

TIN is not required because (Select one of the following):

- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of trade or business in the US and does not have an office or place of business or a fiscal paying agent in the US;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of a Federal Government.

(e) Type of organization

- Sole proprietorship
Partnership
Corporate entity (not tax-exempt)
Corporate entity (tax-exempt)
Government entity (Federal, State or local)
Foreign government
International organization per 26 CFR 1.6049-4
Other

(f) Common Parent

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision
Name and TIN of common parent:

Name of common parent:

TIN of common parent:

(End of Provision)

2.2 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS

- (1) The North American Industry Classification System (NAICS) code is
(2) The small business size standard is
(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.

(1) Representations

- a. The offeror represents as part of its offer that it is, is not a small business concern. If IS NOT is selected, skip to 2.4.



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- b. The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
c. The offeror represents as part of its offer that it is, is not a women-owned business concern.
d. Women-owned small business (WOSB) eligible under WOSB Program. The offeror 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 decision 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 (3)d.i. of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

The offeror 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.

e. Economically disadvantaged women-owned small business (EDWOSB) concern. Complete only if the offeror represented itself as a woman-owned small business concern eligible under the WOSB Program in (3)d. The offeror 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 (3)e.(i) of this provision is accurate for each EDWOSB concern participating in the joint venture.

The offeror shall enter the name or names of the EDWOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: Each EDWOSB concern eligible under the EDWOSB Program participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

f. The offer represents as part of its offer that it is, is not a service-disabled venter-owned small business (SDVOSB) concern.

g. The offeror 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 (SB), 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
ii. It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in (3)g.(i) of this provision is accurate for each HUBZone small business participating in the joint venture.

The offeror shall enter the name or names 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.

h. Complete if offeror represented itself as disadvantaged in paragraph (3)b. The offeror 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.

Note: If the offeror represents that it is a small disadvantaged business concern, attach either the disadvantaged status certification from the Small Business Administration or documentation verifying requires for certification or provide the 8(a) certification case number and entrance and exit dates registered in the System for Award Management (SAM).

SBA 8(a) Certification Number:
SBA 8(a) Entrance Date:
SBA 8(a) Exit Date:

(End of Provision)

2.3 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS MADE TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(a) **Certification.** The offeror, by signing this 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, and officer or employee of Congress or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(End of Provision)

2.4 FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)

(a) **Definition.** "Woman-owned business concern", as used in this provision, means a concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **Representation.** *[Complete only if the offeror is a woman-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1]* The offer represents that it is a large women-owned business concern.

(End of Provision)

2.5 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

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.ftrs.gov) for orders valued at \$30,000 or more. Including the following information, as required.

(a) **Definitions.**

"Executive" means officers, managing partners, or any other employee in management positions.

"Total Compensation" means the cash and noncash dollar value earned by the executive during the contractors preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)) –

(1) *Salary and bonus.*

(2) *Awards of stock, stock options and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Boards Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) *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.

(b) (1) **Congressional District:**

(i) Offerors Congressional District:

(ii) Performance Location Congressional District (if different from above):

(2) **First-Tier Subcontract Information:**

(i) In the Offerors preceding tax year, the Offeror:

Did Did Not have gross income from all sources under \$300,000.

(3) **First-Tier Subcontractor Compensation:**

(i) In the Offerors preceding fiscal year, the Offeror:

(A) Did Did Not receive 80% 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 \$25M 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 filings under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986 (to determine if the public has access to the compensation information, see the US Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(ii) Offerors 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** were checked.)



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Offerors Top Five Executives

Total Compensation

(End of Provision)

2.6 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) **Representation.** The Offeror represents that –

(1) It will, will 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(End of Provision)

2.7 FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION

(a) **Definitions.** As used in this provision “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) **Procedures.** The Offeror shall review the list of excluded parts in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) (1) **Representation.** The offeror represents that it does does not provide covered telecommunication equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, offeror represents that it does does not use covered telecommunications equipment or services, or any equipment, system or service that uses covered telecommunications equipment or services.

(End of Provision)

2.8 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION

(a) **Definitions.** As used in this clause –

“Inverted Domestic Corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 USC 395(b), applied in accordance with the rules and definitions of 6 USC 395(c).

“Subsidiary” means an entity in which more than 50 percent of the entity is owned (1) Directly by a parent corporation; or (2) Through another subsidiary of a parent corporation

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) **Representation.** The offeror represents that –

(1) It is is not an inverted domestic corporation; and

(2) It is is not a subsidiary of an inverted domestic corporation.

(End of Provision)



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2.9 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS

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

(i) The Offeror and/or any of its Principals –

(A) Are Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the 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 offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(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;

(D) Have Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(E) The Offeror has has not filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 USC 362 (the Bankruptcy Code).

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 Offer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

(d) 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 Offeror 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.

(End of Provision)

2.10 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The offeror represents that –

(a) It has has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

2.11 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

The offeror represents that –

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

(End of Provision)

2.12 FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 USC 8102(c)(3)), the offeror certifies that the biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR Part 3201, Subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of Provision)



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2.13 FAR 52.223-4 RECOVERED MATERIAL CERTIFICATION

As required by the Resource Conservation and Recovery Act of 1976 (42 USC 6962(c)(3)(A)(i)), the offeror certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the work will be at least the amount required by the applicable contract specifications or other contractual requirements.

(End of Provision)

2.14 FAR 52.225-2 BUY AMERICAN CERTIFICATE

- (a) (1) The Offeror certifies that each end product, except those listed in paragraph (b) (below) of this provision, is a domestic end product.
(2) The Offer shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
(3) The terms "domestic end product", "end product", and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies".
(b) Foreign End Products:

Table with 2 columns: Line Item No., Country of Origin

(End of Provision)

2.15 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined at FAR 227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contract may withhold from delivery data that qualify as limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states -

- None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Provision)

(End of Section)



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3.0 REPRESENTATIONS AND CERTIFICATIONS REQUIRED BY THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

3.1 DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES

(a) *Definitions.* As used in this clause –

(1) “Arising out of a contract with the DoD” means any act in connection with (i) Attempting to obtain; (ii) Obtaining; or (iii) Performing a contract or first-tier subcontract of any agency, department, or component of the DoD.

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving (1) In a management or supervisory capacity on this contract; (2) On the board of directors of the Contractor; (3) As a consultant, agent, or representative for the Contractor; or (4) in any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 USC 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 USC 2408, the Government may consider other available remedies, such as (1) Suspension or debarment; (2) Cancellation of the contract at no cost to the Government; or (3) Termination of the contract for default.

(f) The Contract may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify (1) the person involved; (2) The nature of the conviction and resultant sentence or punishment imposed; (3) The reasons for the requested waiver; and (4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold or Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 USC 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, US Department of Justice, telephone 301-937-1542; www.ojp.usdoj.gov/BJA/grant/DPFC.html.

(End of Provision)

3.2 DFARS 252.204-7016 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION

(a) *Definition.* As used in this provision “covered defense telecommunications equipment or services” has the meaning provided in the clause 252.204-7016, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov/>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) *Representation.* The offeror represents that it **does**, **does not** provide covered defense telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract or other contractual instrument.

(End of Provision)

3.3 DFARS 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT

(a) *Definitions.* As used in this provision –

(1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offerors officers or a majority of the Offerors board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) “Entity controlled by a foreign government” means (i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or (ii) any individual acting on behalf of a foreign government. This does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) “Foreign government” includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, instrumentality thereof.

(4) “Proscribed information” means (i) Top Secret information; (ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys; (iii) Restricted Data as defined in the US Atomic Energy Act of 1954, as amended; (iv) Special Access Program (SAP) information; or (v) Sensitive Compartmented Information (SCI).



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(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 USC 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offerors immediate parent, intermediate parents and the ultimate parent.

Offerors Point of Contact for Questions about Disclosure:

Name and Address of Offeror:

Name and Address of Entity controlled by a Foreign Government:

Description of Interest, Ownership Percentage and Identification of Foreign Government:

(End of Provision)

3.4 DFARS 252.225-7000 BUY AMERICAN – BALANCE OF PAYMENTS PROGRAM CERTIFICATE

(a) Certifications and identification of country of origin.

(1) For all line items subject to the Buyer American and Balance of Payments Program – Basic clause, the offeror certifies that (i) each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and (ii) for end products other than COTS items, components of unknown origin are considered to have been mined, produced or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Table with 2 columns: Produce PN and Description, Country of Origin (if known)

(3) The following end products are other foreign end products, including 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 (ii) of the definition of "domestic end product":

Table with 2 columns: Produce PN and Description, Country of Origin (if known)

(End of Provision)

3.5 DFARS 252.225-7020 TRADE AGREEMENTS CERTIFICATE

(a) Definitions. "Designated country end product", "nondesignated country end product", "qualifying country end product" and "US-made end product", as used in this provision have the means given in the Trade Agreements – Basic clause.

(b) Evaluation. The Government (1) will evaluate offers in accordance with the policies and procedures of Part 225 of the DFARS; and (2) will consider only offers of end products that are US-made, qualifying country or designated country end products unless (i) there are not offers of such end products; (ii) the offers of such end products are insufficient to fulfill the Government's requirements; or (iii) a national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements – Basic clause, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a US-made, qualifying country or designated country end product.

Table with 2 columns: Produce PN and Description, Country of Origin

(End of Provision)



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3.6 DFARS 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL

(a) *Definitions.* As used in this provision –

(1) “Foreign person” means any person (including any individual, partnership, corporation or other form of association) other than a United States person.

(2) “United States” means the 50 States, District of Columbia, outlying areas and the outer Continental Shelf as defined in 43 USC 1331.

(3) “United States person” is defined in 50 USC App 2415(2) and means (i) Any US resident or national (other than an individual resident outside the US who is employed by other than a US person); (ii) any domestic concern (including any permanent domestic establishment of any foreign concern; and (iii) any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) *Certification.* If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it (1) does not comply with the Secondary Arab Boycott of Israel; and (2) is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 USC App. 2407(a) prohibits a US person from taking.

(End of Provision)

3.7 DFARS 252.225-7050 DISCLOSURE OF OWNERSHIP OR CONTROL BY A GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM

(a) *Definitions.* As used in this provision –

“Government of a country that is a state sponsor of terrorism” includes the state and the government of a country that is a state sponsor of terrorism, as well as any political subdivision, agency or instrumentality thereof.

“Significant interest” means (1) Ownership of or beneficial interest in 5% or more of the firms or subsidiary’s securities. Beneficial interest includes holding 5% or more of any class of the firms securities in “nominee shares”, “street names” or some other method of holding securities that does not disclose the beneficial owner; (2) holding a management position in the firm, such as a director or officer; (3) ability to control or influence the election, appointment or tenure of directors or officers in the firm; (4) ownership of 10% or more of the assets of a firm such as equipment, buildings, real estate or other tangible assets of the firm; or (5) holding 50% or more of the indebtedness of a firm.

“State sponsor of terrorism” means a country determined by the Secretary of State, under section 1754(c)(1)(A)(i) of the Export Control Reform Act of 2018 (Title XVII, Subtitle B, of the National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism include Iran, North Korea, Sudan and Syria.

(b) *Prohibition on award.* In accordance with 10 USC 2327, unless a waiver is granted by the Secretary of Defense, no contract may be awarded to a firm if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in (1) the firm; (2) a subsidiary of the firm; or (3) any other firm that owns or controls the firm.

(c) *Representation.* Unless the Offeror submits with its offer the disclosure required in paragraph (d) of this provision, the Offeror represents, by submission of its offer, that the government of a country that is a state sponsor of terrorism does not own or control a significant interest in (1) the Offeror; (2) a subsidiary of the Offeror; or (3) any other firm that owns or controls the Offeror.

(d) *Disclosure.*

(1) The Offeror shall disclose in an attachment if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in the Offeror; a subsidiary of the Offeror; or any other firm that owns or controls the Offeror.

(2) The disclosure shall include (i) identification of each government holding a significant interest; and (ii) a description of the significant interest held by each government.

(End of Provision)

3.8 DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE OR DISCLOSURE RESTRICTIONS

(a) The terms used in this provision are defined in following clause or clauses –

(1) if a successful offeror will be required to deliver technical data, the Rights in Technical Data – Noncommercial items clause, or if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to delivery technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software – SBIR Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the SBIR Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.



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(c) Offers shall identify, to the extent known at the time an offer is submitted, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assertion should be furnished to the Government with restrictions on use, release or disclosure.

(d) The Offerors assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government’s Use, Release or Disclosure of Technical Data or Computer Software.

The Offeror Asserts for itself, or the persons identified below that the Governments rights to use, release or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Governments rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g. government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual or other person, as appropriate.

*****Enter “NONE” when all data or software will be submitted without restrictions.

Date: _____

Name and Title: _____

Signature _____

(End of identification and assertion)

(e) An offerors failure to submit, complete or sign the notification and identification required by paragraph (d) of this provision with is offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of Provision)

3.9 DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract.

(b) *Representation.* The Offeror represents that it –

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation may include the Transportation of Supplies by Sea clause.

(End of Provision)

(End of Section)



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4.0 OTHER CERTIFICATIONS AND REPRESENTATIONS

4.1 PROCUREMENT INTEGRITY ACT (41 USC 423 AND FAR 3.104)

By execution of this document the Offeror certifies that it is in full compliance with the Procurement Integrity Act.

4.2 FOREIGN CORRUPT PRACTICES ACT (FCPA)

The Offeror and its subcontractors, consultants, sales representatives, agents or other similar parties retained directly or indirectly in connection with this program (individually or collectively "Representative"), acting in any capacity, have not made, authorized or offered (and will not make, authorize or offer) any payment, or given, authorized or offered (and will not give, authorize the giving of, or offer) anything of value, directly or indirectly, with respect hereto or otherwise; (a) to any official or employee of any government, state-owned enterprise or international organization; (b) to any person acting in an official capacity for or on behalf of any government, state-owned enterprise or international organization; or (c) to any political party or to any person known to be a candidate for any office in any government; in order to (i) influence any act or decision in any such persons official capacity, (ii) induce any such person to violate his lawful duty, or (iii) induce any such person to use his influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, for the purpose of obtaining or retaining business or directing business to any person, or to secure any improper advantage.

4.3 EXPORT/IMPORT CERTIFICATIONS

ArmorWorks requires that its suppliers certify the following information to ensure compliance with the US Government export/import laws and regulations, including the US Department of State, Directorate of Defense Trade Controls (DDTC), International Traffic in Arms Regulations (ITAR) and the US Department of Commerce, Bureau of Industry and Security (BIS), Export Administration Regulations (EAR).

ITAR 22 CFR 120.15 and EAR 15 CFR Part 772 define a US person as a person who is a lawful permanent resident as defined by 8 USC 1101(a)(20) or who is a protected individual as defined by 8 USC 1324b(a)(3). It also means any corporation, business association, partnership, society, trust or any other entity, organization or group that is incorporated to do business in the United States. It also includes any governmental (federal, state or local) entity.

(a) Offer is, is not a "US Person" as defined in the ITAR 22 CFR Part 120.15 and EAR 15 CFR 772.

Any person in the United States who engages in the business of either manufacturing or exporting ITAR controlled defense articles or furnishes defense services is required to register with the Directorate of Defense Trade Controls (DDTC) unless exempted by one of the four conditions listed in ITAR 22 CFR Part 122.1 ArmorWorks cannot enter into any procurement contract with a supplier within the US that involves the acquisition of ITAR controlled defense articles or provision of defense services until the supplier has certified that it is registered with DDTC.

This registration requirement DOES NOT apply to manufacturers of EAR controlled articles and/or services.

(b) Offeror meets one of the following conditions:

- DOES NOT manufacture or export ITAR controlled defense articles or furnish defense services.
- Manufacturers or exports ITAR controlled defense articles or furnishes defense services and is registered to do so.

Expiration Date of Registration:

- Is exempt from registration, based on upon one of the following exemptions:
 - Officers and employees of the United States Government acting in an official capacity.
 - Persons whose pertinent business activity is confined to the production of unclassified technical data only.
 - Persons all of whose manufacturing and export activities are licensed under the Atomic Energy Act of 1954, as amended.
 - Persons who engage only in the fabrication of articles for experimental or scientific purpose, including research and development.

Not registered with the US Department of State, Directorate of Defense Trade Controls per ITAR 22 CFR Part 122.1 (a) and (b). The Offeror is responsible for the protection of any controlled technical data or defense articles provided to them by ArmorWorks to assist in the manufacture of defense articles or services. The release of this data by the supplier to a Foreign Person employee or its transfer to another Foreign Person for the purpose of Off-Shore Procurement is defined as an export (ITAR 22 CFR Parts 120.17 and 124.13 and EAR 15 CFR Part 734.2(b)(2)(ii)) and Supplements 1 and 2 of Part 774 and subject to the licensing requirements of the ITAR and EAR as applicable.



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4.4 BUSINESS SYSTEMS AND INCURRED COST PROPOSAL

Does the offeror have the following:

- (a) An Accounting System reviewed and deemed adequate by a government agency?
(b) A Government approved Purchasing System?
(c) A Government approved Property Control System?

Offeror may be requested to provide Government agency documentation to support items (a) through (c).

- (d) Required to prepare and submit an annual incurred cost proposal IAW FAR 52.216-7 Allowable Cost and Payments?

SUBCONTRACTOR CERTIFICATION. I hereby acknowledge an understanding of the US Government contracting and subcontracting programs and confirm the accuracy of the statements made in this Representations and Certifications package.

These Representations and Certifications shall be valid for one year from the date below. Should the information contained herein change, Subcontractor agrees to promptly notify ArmorWorks of such change and submit an updated Representations and Certifications.

Signature _____ Date _____

Printed Name _____ Title _____

Please return completed signed form: (1) with RFP response, if applicable OR (2) By email (PDF copy) to the Requestor OR (3) via email to today@armorworks.com