



ANNUAL SUPPLIER REPRESENTATIONS and CERTIFICATIONS

Nammo Defense Systems (NDS) Inc. must obtain certain certifications of compliance from companies who provide material, services and supplies for U.S. Government contracts. These certifications and representations are required prior to award of a subcontract and must be updated annually.

Note: Some of the certifications are representations herein are similar to those solicited via the US Government System for Award Management (SAM), however SAM may not be used in lieu of this form.

Complete all Sections as applicable. DO NOT LEAVE ANY SECTIONS BLANK.

Offerors or Suppliers are not eligible for contract awards until annual certifications are on file.

I. COMPANY INFORMATION

Offeror / Supplier Name: _____

DBA (if applicable) _____

Business Mailing Address: _____

City: _____ County: _____ State: _____

Zip Code + 4 : _____ Congressional District: _____ Country: _____

Phone Number: _____ Fax Number: _____

Email Address: _____ CAGE Code: _____

DUNS Number: _____ Number of Employees last 12 months: _____

Primary NAICS Codes: _____

Offeror is or is not registered with the U.S. Government's System for Award Management (SAM), see FAR 52.204-7.

Unique Entity ID (SAM): _____

II. TYPE OF BUSINESS ORGANIZATION

a. Offeror hereby certifies, that it is a U.S. Person as defined by the IRS which includes:

- an individual who is a US citizen or US resident alien;
- a partnership, corporation, company or association created or organized in the U.S. or under the laws of the U.S.
- an estate (other than a foreign estate)
- a domestic trust

b. Federal Tax Identification Number (TIN); Employer Identification Number or SSN: _____

c. Offeror, by checking the applicable box, represents that it operates as a:

corporation incorporated under the laws of the State of _____

sole proprietorship

partnership

joint venture between _____

individual

Government Entity (Federal, State or local)

foreign entity, registered for business in _____ (insert Country)

International organization per 26 CFR 1.6049-4

d. Offeror is owned or controlled by a common parent.

Parent Company Name: _____ Parent Company TIN: _____

e. Offeror is a nonresident alien, foreign corporation that does not have income effectively connected with the conduct of trade or business in the U.S. and does not have an office or place of business in the U.S.

f. Offeror is an agency or instrumentality of a foreign government

A. SMALL BUSINESS PROGRAM FAR 52.219-1 (NOV 2020)

The OFFEROR represents that it is a:

Small Business

Large Business

Foreign-Owned Business

Historically Black College University or Minority Institution

If a Small Business Concern, the Supplier represents that it is a:

Small Disadvantaged Business concern as defined in 13 CFR 124.1002 (includes 8(a) certified businesses)

Woman-Owned Small Business concern as defined in FAR 52.219-1(a)

Veteran-Owned Small Business concern as defined in FAR 52.219-1(a)

Service-Disabled Veteran-Owned Small Business concern as defined in FAR 52.219-1(a)

Economically disadvantaged woman-owned small business as defined in FAR 52.219-1(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 (SBA), and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified by the SBA in accordance with 13 CFR Part 126

Alaska Native Corporations (ANCs) and Indian Tribes that have not been certified by the Small Business Administration as Small Disadvantaged Businesses

Alaska Native Corporations (ANCs) and Indian Tribes that are not Small Businesses

Small Business, but none of the above

This representation must be in compliance with Federal definitions contained in the Code of Federal Regulations/Federal Acquisition Regulations (CFR/FAR). These definitions are available at www.sba.gov. Per 15 U.S.C. 637 (d), any person who misrepresents a firm's status as one of the above in order to obtain a subcontract shall: (i) be punished by imposition of fine, imprisonment, or both; (ii) be subject to administrative remedies, includes suspension and debarment and (iii) be ineligible for the participation in programs.

B. CERTIFICATE REGARDING RESPONSIBILITY MATTERS FAR 52.209-5 (AUG 200)

1. The Offeror certifies, to the best of its knowledge and belief, that:

a. The Offeror and/or any of its Principals:

ARE ARE NOT presently debarred, suspended, proposed for debarments, 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;

ARE ARE NOT presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above;

HAVE HAVE NOT, within a three-year period preceding this offer, been notified of any delinquent Federal taxes (as defined in clause 52.209-5) in an amount that exceeds \$ 10,000 for which the liability remains unsatisfied.

b. The Offeror HAS HAS NOT, within a three year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

c. "Principals," for the purposes of this certification, means an officer; director, owner; partner; and/or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

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.

2. The Offeror shall provide immediate written notice to NDS 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.

3. 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 NDS may render the Offeror non-responsible.

4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

5. 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 NDS, the Buyer may terminate the contract resulting from this solicitation for default.

C. REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS FAR 52.204-10 (JUN 2020)

The following questions (1-3) apply to sub-award recipients:

1. In the previous tax years, was your company's gross income from all sources under \$300,000?

Yes
 No

2. In your preceding completed fiscal year, did you receive:

1) 80% or more of annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and
2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

Yes
 No

(If your response to item 2 is 'No', please skip item 3 below and go to Section D)

3. Does the public have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- Yes
 No

Yes (if your response to item 3 is 'Yes', go to Section D)

No (if your response to item 3 is 'No', please be prepared, at a future date, to provide compensation information communicated below for your 5 most highly compensated executives.)

Names: _____ Positions: _____ Total Compensation: _____
(US dollars)

D. CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS FAR 52.222-18 (FEB 2021)

An award will not be made to an OFFEROR unless the Offeror, by checking the appropriate block, certifies to either paragraph 1. or 2. of this provision. To complete this certification consult the "List of Products Requiring Contractor Certification as to Forced Indentured Child Labor" (aka "The List") found at www.dol.gov/ilab.

1. OFFEROR will not supply any end product listed in "The List" of Products Requiring Contractor Certification as to Forced or Indentured Child Labor that was mined, produced, or manufactured in a corresponding country as listed for that end product.

2. OFFEROR may supply the end product listed in Paragraph 3. that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

3. Listed End Product _____

Listed Countries of Origin _____

E. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS FAR 52.203-11 (SEP 2007)

1. The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference into this Certification.

2. Certification: The Offeror, signing its 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, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

3. Disclosure: If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

4. Penalty: Submission of this certification and disclosure is a prerequisite for making or entering into a contract imposed by Section 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

PROVISIONS F. THROUGH H. OF THESE REPRESENTATIONS AND CERTIFICATIONS ARE NOT APPLICABLE WITH RESPECT TO WORK PERFORMED OUTSIDE OF THE UNITED STATES BY EMPLOYEES WHO WERE NOT RECRUITED WITHIN THE UNITED STATES.

F. PROHIBITION OF SEGREGATED FACILITIES FAR 52.222-21 (APR 2015)

1. "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, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

2. The Contractor agrees 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 Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

3. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

G. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FAR 52.222-22 (FEB 1999)

The Offeror represents that –

1. It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
2. It has, has not filed all required compliance reports; and

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

H. AFFIRMATIVE ACTION COMPLIANCE FAR 52.222-25 (APR 1984)

The Offeror represents that it:

1. 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
2. It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

If the Offeror does not have a developed program, then the Offeror 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.

I. BUY AMERICAN CERTIFICATE FAR 52.225-2 (FEB 2021)

1. The Offeror certifies that each end product, except those listed in paragraph (2.) of this provision, is a domestic end product and that for other than COTS items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror 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 paragraph (2) of the definition of “domestic end product.” 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 clause of this solicitation entitled “Buy American - Supplies.”

2. Foreign End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

3. NDS will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

J. EXPORT CONTROL AND DEPARTMENT OF STATE DIRECTORATE OF DEFENSE TRADE CONTROLS (DDTC) REGISTRATION CERTIFICATION

Export Control

Be advised that nearly all NDS products are categorized as defense articles under the United States Munitions List, 22 C.F.R., Part 121. I understand that NDS may provide our company with technical data, hardware, or other tooling (e.g., documentation, software, drawings, and specifications) as defined and regulated by the U.S. International Traffic in Arms Regulations (ITAR) in 22 CFR Parts 120-130 and the U.S. Export Administration Regulations (EAR) 15 CFR Parts 730-774 and are subject to export control laws of the U.S. Government.

I understand that employees, agents, or representatives of our company may not transfer such technical data, hardware, or other tooling by any means to a foreign person, whether in the United States or another country, without prior written approval

from NDS and the U.S. Government. Additionally, employees of our company that are a foreign person will not have access to any technical data, hardware, or other tooling supplied to us by NDS.

Written permission from NDS must be obtained prior to transferring the technical data, hardware, or other tooling to any other company or non-U.S. person in the United States or any other country.

Our company has effective measures in place to prevent the export of the technical data, hardware, or other tooling provided by NDS to a foreign person in the United States or other country without the applicable prior written approval of the U.S. Government and NDS.

In accordance with the Arms Export Control Act and pursuant to ITAR section 122.1, our company: (Select one)

- is registered with the DDTC, a copy of the registration is current and will be provided to NDS upon request.
- is not currently registered; however, is involved in the manufacturing of defense articles and/or furnishing defense services requiring registration. Registration request will be submitted within 30 days and proof of registration will be provided upon request.
- is not required to be registered; we are not involved in the manufacturing of defense articles and/or furnishing of defense services.

NOTE: DDTC Registration – Defense Articles and Defense Services: In accordance with the Arms Export Control Act and pursuant to ITAR section 122.1, if your business is involved in either the exporting or the manufacturing of defense articles, or furnishing of defense services as defined in the Arms Export Control Act you are required to register with the U.S. Department of State Directorate of Defense Trade Controls (DDTC) and have an effective program in place to ensure compliance to these regulations. For registration details see <http://www.pmdtc.state.gov/registration>.

Please ensure you have read the above ITAR citations and understand the definition of defense articles and defense services.

K. GOVERNMENT PROPERTY FAR 52.245-1 (JAN 2017)

1. Definitions. As used in this provision--
 - a. "Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.
 - b. "Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.
 - c. "Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.
 - d. "Property" means all tangible property, both real and personal.

The Offeror represents that –

1. It is, is not, in possession of government-furnished or contractor-acquired property in support of a purchase order issued to Offeror by NDS.

If Offeror is in possession of government-furnished or contractor-acquired property in support of a purchase order issued by NDS, then an inventory schedule is to be attached to this document.

L. OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference with the same force and effect as if they were given in full text. The full text of a provision may be accessed electronically at acquisition.gov (FAR) or farsite.hill.af.mil (DFAR). If the provision requires additional or unique information, then that information is provided immediately after the provision title. Other applicable provisions are as follows:

1. FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)
2. FAR 52.209-2, Prohibition of Contracting with Inverted Domestic Corporations--Representation (NOV 2015)
3. FAR 52.222-38, Compliance with Veterans' Employment Reporting Requirements (FEB 2016)

4. FAR 52.222-50, Combatting Trafficking in Persons (OCT 2020)
5. FAR 52.225-20, Prohibition of Conducting Restricted Business Operations in Sudan--Certification (AUG 2009)
6. FAR 52.225-25, Prohibition of Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification (JUN 2020)

M. ADDITIONAL CERTIFICATIONS

Offerors are hereby advised the additional certifications may be required at the time of acquisition. These certifications are required at certain dollar thresholds if specific Public Laws are incorporated into the terms of the contract (at \$2,000,000 and above unless the contract dictates a lower threshold). Specifically these include Subcontractor Certified Cost or Pricing Data (FAR 52.215-12) and Cost Accounting Standards (FAR 52.230-1). In the event these clauses are required contractually, offerors shall submit the required information and associated certifications unless otherwise exempt as specified in the FAR clauses referenced.

CERTIFICATION

I hereby acknowledge an understanding of the United States Government contracting and subcontracting programs and confirm the accuracy of the statements made above. This certification shall apply to all solicitations, agreements, purchase orders or subcontracts received from Nammo Defense Systems Inc. and shall be valid for one year from date of execution.

The Offeror verifies by submission of this document that the representations and certifications shown above are current, accurate, and complete as of the date executed.

OFFEROR'S EXECUTION - Offeror's signature below applies to all provisions above.

Company: _____	Date: _____
Address: _____ (Offeror's location where performance will occur)	Telephone No.: _____
Name (Print or Type): _____	Fax No.: _____
Signature: _____	Email Address: _____
Title: _____	