This form must be completed, submitted and accepted prior to placement of any U.S. Government-Funded Purchase Orders in accordance with federal law requirement identified herein.

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

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

**FAR 52.215-6 Place of Performance.** If the supplier intends to perform work other than the business physical address above, please provide the information if applicable.

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

IATF 16949:2016 Registered Certificate Expiration Date:

ISO 9001:2015 Registered Certificate Expiration Date:

Approved Plan in Place Anticipated Registration Date:

Exception Approved Exception Expiration Date:

Non-production part supplier

None

**SAM.gov Registration**

If the contractor is currently registered in the System for Award Management (SAM), and has completed the on-line representations and certifications electronically on SAM, the contractor may choose to complete item a. instead of completing the corresponding individual representations and certifications. The seller shall indicate which option applies by checking one of the following boxes:

a. The contractor has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov. If the contractor finds the representations and certifications currently posted electronically have been entered or updated within the last 12 months, but are not current, accurate, and complete, the must complete section (b) of this document as well as provide the appropriate updated information. (If you check this box and do not require any further updates to the information provided on SAM.gov, skip Section II and complete the rest of the form.)

SAM.gov certification expiration date:

b. The contractor has completed the individual representations and certifications below.

**Updated Information on SAM.gov**

This section is only applicable to suppliers that are registered on SAM.gov and need to provide updated information to those sections identified below.

1. Annual Representations and Certifications. Any changes provided by the Seller in Section III of this provision do not automatically change the representations and certifications in SAM.
2. The Seller has completed the annual representations and certifications electronically in SAM accessed through https://www.sam.gov. After reviewing SAM information, the Seller verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Seller Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Seller to identify the applicable paragraphs at (c) through (u) of this provision (FAR 52.212-3) that the Seller has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the Seller are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

**Section I: GENERAL AND COMMERCIAL ITEM ASSERTION**

1. **DEFINITIONS, AS USED IN THIS DOCUMENT:**
   1. “Buyer” means the Banks Tech.
   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 contract or subcontract between Buyer and Seller for the supply of Products or Services, resulting from Buyer’s request.
   6. “Product” means any commercially available off the shelf (COTS) items, components, goods or materials agreed in the Order to be supplied to Buyer by Seller (including any part or parts of them), as defined by FAR 2.101.
   7. “Seller” means the company or corporation named on the quotation or Order acceptance and/or who supplies the Product and/or Services to Buyer and applies to any reference in the applicable FAR/DFARS provisions to “Contractor” or “Seller”.
   8. “Services” means any services (including without limitation any maintenance, repair and overhaul services) agreed in the Order to be provided to Buyer by Seller (including any part or parts of them).
2. **GENERAL:**
   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 suppliers, 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.
3. **Commercial Item Assertion (Reference FAR 2.101)**
   1. The Seller does does not assert that the item/s provided to Banks Tech meet the definition of a “Commercial Item” as defined in FAR 2.101 . (If the seller checks “does” please request a commercial item assertion form from the buyer and submit prior to completing the remainder of this document.)
   2. If the seller check “does” above, the seller does does not assert the item/s provided to Banks Tech meet the definition of “Commercial off-the-shelf” as defined in FAR 2.101

**SECTION II: STANDARD REPRESENTATIONS AND CERTIFICATIONS**

(COMPLETE THE SECTION II OF THE DOCUMENT ONLY IF SAM.GOV REPS AND CERTS NOT PROVIDED.)

1. **CONTRACTOR** **CODE OF BUSINESS ETHICS AND CONDUCT** (Reference FAR 52.203-13 (JUN 2020)) (applicable for orders over $250,000)
   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.
2. **CERTIFICATION OF REGISTRATION WITH THE DIRECTORATE OF DEFENSE TRADE CONTROLS (DDTC)**
   1. The Seller certifies that it is 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.
3. **ANNUAL CERTIFICATION REGARDING COMBATING TRAFFICKING IN PERSONS** (Reference FAR 52.222-50(h)(5)) (Not applicable to COTS)
   1. The Seller certifies that it:
      1. has has not implemented compliance plans for each and every Banks Tech 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
      2. After having conducted due diligence for each such subcontract, either—
         1. 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
         2. 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.
4. **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:
      1. does 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:
      1. does does not have a Counterfeit Parts Plan in place for the detection and avoidance of counterfeit goods or services.
      2. Such is is not plan consistent with References DFARS 252.246-7007 and 252.246-7008 and Industry Standards (e.g. SAE's AS5553, AS6081, and A6496).
5. **NONSEGREGATED FACILITIES REQUIREMENTS** (Reference FAR 52.222-21)
   1. Certification of nonsegregated facilities
      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, or national origin because of habit, local custom, or otherwise.
      2. 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.
      3. The Seller further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will –
         1. Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
         2. Retain the certifications in the files; and
         3. Forward the notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).
6. **PREVIOUS CONTRACTS AND COMPLIANCE REPORTS** (Reference FAR 52.222-22)
   1. The Seller represents that it:
      1. 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
      2. 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
      3. 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.
7. **AFFIRMATIVE ACTION COMPLIANCE** (Reference FAR 52.222-25)
   1. The Seller represents that it:
      1. has developed will maintain and has on file, or
      2. 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.
      3. 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 III: NON-SAM.GOV Certifications**

1. **CERTIFICATION OF THE SAFEGUARDING COVERED DEFENSE INFORMATION REQUIREMENTS** (Reference DFARS 252.204-7012)
   1. The Seller certifies that it:
      1. is 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.
2. **CERTIFICATION OF NIST SP 800-171 DoD ASSESSMENT AND SPRS REPORTING REQUIREMENTS** (Reference DFARS 252.204-7019)
   1. The Seller has has not completed a NIST SP 800-171 DoD Assessment within the last three (3) years or within a lesser time if specified in the solicitation/contract.
   2. The Seller has has not ensured the above Assessment has been posted in the Supplier Performance Risk System (SPRS).
3. **ITAR AND EAR EXPORT COMPLIANCE REQUIREMENTS**
   1. Does your company perform work at non-U.S. facilities, affiliates or subsidiaries with an address in a country other than the country of incorporation of your business?

Yes  No

If yes, identify each country:­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Does your company employ foreign nationals at locations or facilities within the United States (excluding dual-U.S. citizens and Legal Permanent Residents)?

Yes  No

* 1. Will any third party who is a non-U.S. company (or who will employ non-U.S. facilities or non-U.S. persons) be involved in any way on any Banks Tech transactions?

Yes  No

* 1. Upon Banks Tech’s request you shall provide copies of your company’s export compliance policies and procedures, including those addressing the ITAR, EAR, and the economic sanctions programs administered by the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC).

**Export/import compliance requirements:**

Control of Export Controlled Information: Supplier hereby acknowledges that certain articles, software, services or technical data to be provided by Banks Tech are subject to U.S. Government export control laws and regulations, e.g., the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). Supplier agrees to comply with US export control laws and regulations in the course of its work for Banks Tech. Accordingly, it agrees that it shall not export, re-export or otherwise transfer (including engaging in deemed exports with foreign nationals) any export controlled articles, services, or technical data provided to Supplier without prior written approval from Banks Tech and either the U.S. Department of Commerce or the U.S. Department of State as may be required. If Supplier believes that there is any ambiguity regarding the status of any articles, software, services or technical data provided by Banks Tech, it shall immediately contact Banks Tech for clarification.

Name and Address Changes: Supplier certifies that it will notify Banks Tech of any legal name change or address change of the Supplier, or consignees or intermediate consignees.

Non-US Person Employees: If necessary for US export control compliance, licensing or other lawful purposes and upon request from Banks Tech, Supplier agrees that it will undertake in a manner consistent with U.S. law to disclose the citizenships of relevant foreign persons employed at U.S. locations and facilities, as well as, the citizenships/nationalities of dual and third country nationals employed at relevant international locations and facilities. Supplier agrees to inform Banks Tech if it believes there are any legal issues that might affect such disclosures.

International Locations and Facilities: If necessary for export control compliance, licensing or other lawful purposes and upon request from Banks Tech, Supplier agrees that it will disclose relevant international locations and facilities, affiliates, or subsidiaries other than the country of incorporation.

Transfer of Export Controlled Technical Data: Supplier acknowledges that all transmissions of export controlled technical data between authorized parties must only occur via mail, courier, hand carriage, encrypted mail, secure internal mail, secure FTP site, or other secure electronic means. Hardcopy export controlled technical data must be locked in a desk, file cabinet, office, or elsewhere to preclude unauthorized access when not in use. No export controlled technical data may be stored on a personally-owned computer.

Restricted Party Screening: Supplier certifies that it shall notify Banks Tech if the Supplier, its employees or representatives are or become debarred or otherwise restricted from participation in government contracting or international transactions, as a result of Supplier, its employees or representatives being placed on a Department of Commerce, Department of State, or Department of Treasury restricted party list or on the US Government’s “System on Award Management”.

Compliance Program: Supplier certifies that to the extent it engages in activities subject to US export controls, it has developed, implemented, and effectively maintains policies and procedures to ensure compliance with the ITAR, EAR, and Office of Foreign Assets Control (OFAC) regulations.

Payments of Fees, Commissions and Political Contributions: Supplier certifies that it will provide information on certain payments in accordance with Part 130 of the ITAR (22 CFR 130) as requested by Banks Tech. Specifically, if Supplier provides over $500,000 of defense articles or defense services, it may be requested to provide such information. Supplier further certifies that it will not make direct or indirect political contributions incident to its work for Banks Tech.

**SECTION IV: SIGNATURE**

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

Certifying official

Signature:

Name:

Email:

Title:

Phone:

Certification Date: