

SECTION G – OSHKOSH SUPPLIER ANNUAL REPRESENTATIONS AND CERTIFICATIONS INSTRUCTIONS

Oshkosh Corporation and its affiliates and subsidiaries, including, but not limited to, Oshkosh Defense, LLC and Oshkosh AeroTech (collectively “Oshkosh”) must gather and maintain certain registration data from all suppliers of goods and services to Oshkosh. Oshkosh must also gather additional representations and certifications from Sellers who do (or want to) provide goods or services in support of a U.S. government (“USG”) contract. This form is designed to efficiently and effectively gather both the required registration information and, when applicable, the additional representations and certifications.

These representations and certifications shall apply whenever a quotation, request for quotation, subcontract or purchase order is issued in support of a U.S. Government prime contract or higher-tiered subcontract (collectively, “Government Contract”). To be eligible for award of a Government Contract, Seller must complete all Representations and Certifications contained in this Section G. Failure to furnish such Representations and Certifications may serve as a basis for Oshkosh to reject Seller’s bid(s) or proposal(s) as non-responsive, resulting in no award.

Seller must respond to the versions of the Federal Acquisition Regulation (FAR) and Department of Defense FAR Supplement (DFARS) clauses listed below that are in effect as of the date Seller is executing these Representations and Certifications.

These Representations and Certifications shall be valid for one (1) year from date of submittal. SELLER SHALL NOTIFY OSHKOSH IMMEDIATELY OF ANY CHANGE OF STATUS OR EXCEPTIONS WITH REGARD TO THESE REPRESENTATIONS AND CERTIFICATIONS. Oshkosh will issue updates to this Section G periodically, as necessary to comply with its contractual obligations and applicable laws and regulations.

PART I: BUSINESS INFORMATION

A. COMPANY INFORMATION

Seller Name _____
 Doing Business As (DBA): _____
 Seller Address _____
 (City, State, Zip Code) _____
 Contractual Point of Contact _____
 Telephone Number _____
 Email Address _____
 Website Address _____
 Unique Entity Identifier (UEI) _____
 CAGE Code _____
 NAICS Code(s) _____
 Tax ID _____

For existing Oshkosh suppliers, enter your Oshkosh supplier number for each Oshkosh business unit:

Business Name	Supplier #	Supplier #	Supplier #
Oshkosh Defense			
Oshkosh AeroTech			
Other:			

B. OWNERSHIP

Seller is:

- ☐ U.S. Owned
☐ U.S. Incorporated with Foreign Parent (directly or indirectly)
☐ Foreign Entity, Registered for business in _____ (country)

Seller operates as:

- ☐ A Corporation incorporated under the laws of _____ (state)
 ☐ Privately Held Corporation OR ☐ Publicly Traded Corporation

☐ A Limited Liability Company organized under the laws of _____ (state)
☐ Limited Liability Partnership
☐ Joint Venture or Consortium
☐ Individual / Sole Proprietorship
☐ Partnership
☐ Non-Profit Organization

C. QUALITY MANAGEMENT SYSTEM

Seller's current Quality Certifications and Standards (Include type and expiration date as applicable)

- ☐ ISO _____ ☐ AS9100 _____
- ☐ IATF 16949 _____ ☐ Other _____

D. SPECIALTY METALS

Do the Products for which Seller has submitted an offer or delivered to Oshkosh contain specialty metals as defined in DFARS clause 252.225-7009, *Restriction on Acquisition of Specialty Metals*?

- ☐ Yes ☐ No

Representation. If Seller checked "yes," Seller represents and warrants that all Products containing specialty metals will comply with DFARS clause 252.225-7009 and Seller will provide to Oshkosh, upon request, written documentation demonstrating Seller's compliance with such requirements.

E. SECTION 1502 OF THE DODD-FRANK ACT

On August 22, 2012, the Securities and Exchange Commission ("SEC") adopted a new rule and form, as mandated by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"), to require companies to publicly disclose their use of conflict minerals that originated in the Democratic Republic of the Congo ("DRC") or an adjoining country (together with the DRC, "Covered Countries").

Section 1502 of the Dodd-Frank Act amends the Securities Exchange Act of 1934 to add Section 13(p), which directs the Commission to issue rules requiring certain companies to disclose their use of "conflict minerals" if those minerals are "necessary to the functionality or production of a product" manufactured by those companies or contracted by those companies to be manufactured. Under Section 1502, the term "conflict minerals" includes tantalum, tin, gold, or tungsten. Congress enacted Section 1502 because of concerns that the exploitation and trade of conflict minerals by armed groups is helping to finance conflict in the DRC region and is contributing to an emergency humanitarian crisis.

Representation. Do any of the products for which Seller has submitted an offer or delivered to Oshkosh contain conflict minerals?

- ☐ Yes
- ☐ No

If yes, by submission of Seller's quotation or delivery of goods to Oshkosh, seller represents, warrants, covenants and certifies that:

1. It has adopted or is in the process of adopting supply chain policies and processes that will require:
 - a. A reasonable inquiry into the country of origin of conflict minerals incorporated into products it sells Oshkosh to determine whether any conflict minerals are from the DRC or adjoining countries or are from recycled or scrap sources

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- b. Due diligence of Seller's supply chain, to determine where conflict minerals were sourced, including whether the source of any conflict minerals was certified as conflict-free by the EICC or a similarly recognized certification agency; and
- c. Immediate disclosure of the findings of the country of origin inquiry and due diligence to Oshkosh as it becomes available

F. BUY AMERICAN ACT AND TRADE AGREEMENTS ACT

Oshkosh, as a prime contractor, is subject to various Buy American Act, Balance of Payments Program, and Trade Agreements Act clauses and certifications (e.g., FAR 52.225-2, FAR 52.225-4, FAR 52.225-6, DFARS 252.225-7000, DFARS 252.225-7020, DFARS 252.225-7035), which apply to the end product being furnished to the U.S. government end customer. In order to ensure the accuracy of its own certification, Oshkosh requires information from Seller on where the components it delivers to Oshkosh are manufactured. In cases where Oshkosh is acquiring an item from the Seller that will constitute the end product being furnished to the end customer, such as for spare or replacement parts, Oshkosh may require additional information or certification from the Seller to ensure compliance with its contractual requirement. Seller shall provide a certificate of compliance identifying the country of origin of Products and Seller's compliance with the Buy American Act and/or Trade Agreements Act, as applicable, with each shipment of Products. Upon request by Oshkosh, Seller shall provide Oshkosh with any other information required to support Seller's compliance with the Buy American Act and/or Trade Agreements Act, as applicable.

1. *Definitions.* The term "end product" means those articles, materials, and supplies to be acquired by Oshkosh in support of a USG contract.
2. *Acknowledgement.* ☐ Seller hereby acknowledges and agrees that by submission of any offer or delivery of goods to Oshkosh that:
 - a. Seller certifies that each product it furnishes to Oshkosh is manufactured in the U.S. unless Seller has separately listed the product and its country of origin in its proposal to Oshkosh; and
 - b. Seller certifies that in those instances where Oshkosh is acquiring any products that will be furnished to the U.S. government end customer as an end product, Seller will provide additional information and certification as needed to ensure the accuracy of Oshkosh's certification.

G. COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

As used in this paragraph F, "covered telecommunications equipment or services" has the meaning provided in FAR 52.204-25, *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment* and the term "covered defense telecommunications equipment or services" has the meaning provided in DFARS 252.204-7018, *Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services*. Prior to completing this representation, Seller shall review the list of excluded parties in the System for Award Management (SAM at <https://sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services" and "covered defense telecommunications equipment or services."

Representation. Per FAR 52.204-24, Seller represents that it ☐ will, ☐ will not provide covered telecommunications equipment or services as a part of its offered products or services to Oshkosh in the performance of any contract, subcontract, or other contractual instrument.



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Per FAR 52.204-26, Seller represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to Oshkosh in the performance of any contract, subcontract, or other contractual instrument.

Per DFARS 252.204-7016, Seller represents that it ☐ does, ☐ does not provide covered defense telecommunications equipment or services as a part of its offered products or services to Oshkosh in the performance of any contract, subcontract, or other contractual instrument.

Disclosure. If Seller checked “will” or “does” above, Seller shall provide Oshkosh the following information:

For covered equipment –

1. The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
2. A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
3. Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of FAR 52.204-24.

For covered services –

1. If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
2. If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of FAR 52.204-24.

H. CYBERSECURITY COMPLIANCE

All defense suppliers must provide adequate security for their “covered contractor information systems” in compliance with DFARS 252.204-7012, *Safeguarding Covered Defense Information and Cyber Incident Reporting*. To do so, Government suppliers must protect their information systems by implementing the security controls listed in the National Institute of Standard and Technology (NIST) Special Publication (SP) 800-171. These NIST standards apply to all information systems that are owned, or operated by or for, a contractor or subcontractor and that process, store, or transmit covered defense information (as defined in DFARS 252.204-7012). This requirement is included in all solicitations and subcontracts, except for acquisitions solely for commercially available off-the-shelf (COTS) items.

Please complete one of the Options below:

☐ **Option A:**

I hereby certify that: (i) within the last three (3) years, for the CAGE code identified above, Seller has submitted summary level scores of a current NIST SP 800-171 DoD Assessment in the Supplier



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Performance Risk System (SPRS) for all covered contractor information systems (as defined in DFARS 252.204-7012) that are relevant to Seller's performance of work for Oshkosh; and (ii) Seller fully complies with the requirements of DFARS 252.204-7012 and 252.204-7020, *NIST SP 800-171 DoD Assessment Requirements*. Supplier shall provide:

- a. Current SPRS score: Click or tap here to enter text.
- b. Assessment date: Click or tap here to enter text.
- c. Assessment level (Basic, Medium, or High): Click or tap here to enter text.
- d. Confirmation the score is active in SPRS: Click or tap here to enter text.

☐ **Option B:**

I hereby certify that Seller is in the process of conducting NIST SP 800-171 DoD Assessments for all covered contractor information systems (as defined in DFARS 252.204-7012 and IAW DFARS 252.204-7020) that are relevant to Seller's performance of work for Oshkosh and Seller expects to have current summary level scores submitted in SPRS for the CAGE code identified above by (insert date): _____.

☐ **Option C:**

I hereby certify that: (i) Seller does not perform any services for Oshkosh; and (ii) all Products Seller provides to Oshkosh are documented as commercially available off-the-shelf (COTS) items (as defined in FAR 2.101) on a standard Commercial Assertion Form that has been approved by Oshkosh. Upon Oshkosh's written request, Seller agrees to timely provide to Oshkosh additional documentation to support Seller's COTS assertion.

To strengthen defense industrial base security, the Department of Defense has developed the Cybersecurity Maturity Model Certification (CMMC) program. Please identify Seller's actual or intended CMMC compliance level (for more information on CMMC and the definitions of each level, see <https://dodcio.defense.gov/cmmc/About/>):

☐ CMMC Level 1 (Self-assessment):

Date Performed: _____

Date Expected: _____

☐ CMMC Level 2 (Self-assessment):

Date Performed: _____

Date Expected: _____

☐ CMMC Level 2 (C3PAO Certification):

Date Obtained: _____

Date Expected: _____

☐ CMMC Level 3 (DIBCAC Certification):

Date Obtained: _____

Date Expected: _____

Part II: EXPORT/IMPORT COMPLIANCE CERTIFICATION

A. U.S. REGISTRATION REQUIREMENTS (22 CFR § 1212.1)

All Oshkosh suppliers must comply with the applicable registration and other regulatory requirements contained in the U.S. International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130) and the Export Administration Regulation (EAR) (15 CFR §§730-774).

Is Seller registered as a manufacturer / exporter or broker with the U.S. Department of State's Directorate of Defense Trade Controls (DDTC)?

☐ Yes

Registration Number: _____

Expiration Date: _____

Note: This certification is not valid if your registration is expired at the time this certification is completed. DDTC Registration Expiration should always be the last day of the month.

☐ New Application in Process

Application Date: _____ (MM/DD/YY) – Continue to section "B" below

☐ Renewal Application in Process

Application Date: _____ (MM/DD/YY) – Continue to section "B" below

☐ No

If "No" please complete section "A" below

A. Our business is not required to be registered with the U.S. Department of State for the following reason: *(Check only one box)*

☐ We supply/manufacture or broker products that are subject exclusively to the controls of the Export Administration Regulation (EAR) and they are classified as _____ (provide the applicable Export Control Classification Number(s) (ECCN(s)) for each such item, using a separate attachment if necessary. For each ECCN, specify whether the classification was the result of self-classification or a Commodity Classification Automated Tracking System (CCATS) classification).

☐ Our activities are as a manufacture / exporter or broker have not and do not involve the manufacture or export of defense articles, defense services, or related technical data as defined in the ITAR (See 22. C.F.R. §§ 120.6 – 120.10).

☐ We are a non-US company and are not subject to U.S. export regulations (including the ITAR registration requirements placed on foreign persons acting in certain brokering capacities).

☐ We are a consultant to Oshkosh providing other, non-defense related business services. Our products and services are not subject to the ITAR, and none of the aforementioned options apply to our service agreement with Oshkosh.

Seller will immediately notify Oshkosh of any changes in its status effecting this certification or its status with the U.S. Government with regard to export/import compliance.

B. 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:

2. 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

3. 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 Oshkosh transactions?

☐ Yes

☐ No

If yes, identify all applicable countries where such non-U.S. companies, facilities, and persons are located: _____

4. Upon Oshkosh'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: Seller hereby acknowledges that certain articles, software, services or technical data to be provided by Oshkosh 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). Seller agrees to comply with US export control laws and regulations in the course of its work for Oshkosh. 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 Seller without prior written approval from Oshkosh and either the U.S. Department of Commerce or the U.S. Department of State as may be required. If Seller believes that there is any ambiguity regarding the status of any articles, software, services or technical data provided by Oshkosh, it shall immediately contact Oshkosh for clarification.

Name and Address Changes: Seller certifies that it will notify Oshkosh of any legal name change or address change of the seller, 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 Oshkosh, Seller 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. Seller agrees to inform Oshkosh if it believes there are any legal issues that might affect such disclosures.

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Export Control Markings: Seller agrees to properly mark any export controlled defense articles or documents provided to Oshkosh with language explaining that the document contains export controlled data whose export is restricted by ITAR or EAR.

Company Employees: Seller certifies that it will advise all employees who will have access to export controlled commodities, technical data, software, or hardware have been advised of their obligations regarding compliance with export control laws and regulations.

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

Ownership and Control: Seller will promptly notify Oshkosh if it is acquired by a foreign entity (government or company) either directly or indirectly.

Transfer of Export Controlled Technical Data: Seller 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: Seller certifies that it shall notify Oshkosh if the seller, its employees or representatives are or become debarred or otherwise restricted from participation in government contracting or international transactions, as a result of seller, 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 for Award Management".

Compliance Program: Seller 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, Office of Foreign Assets Control (OFAC) regulations, and U.S. restricted parties lists.

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

**PART III: FEDERAL ACQUISITION REGULATION (FAR) AND
DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS) CERTIFICATIONS**

Complete **Section A** below if you **have** completed the annual representations and certifications electronically at the SAM website (<https://www.sam.gov>).

Complete **Section B** below if you **have not** completed the annual representations and certifications referenced below electronically at the SAM website.

A. SAM CERTIFICATION

☐ Seller has completed the annual representations and certifications electronically via the Online Representations and Certifications located on the System for Award Management (SAM) website at <https://www.sam.gov>. Seller must email to subcontract@defense.oshkoshcorp.com a current version of its completed SAM representations and certifications. After reviewing the SAM database information, Seller verifies that the representations and certifications currently posted electronically in SAM have been entered or updated within the last twelve (12) months, are current, accurate, complete, and applicable to Seller's proposed work for Oshkosh as of the date of these Representations and Certifications.

B. ANNUAL REPRESENTATIONS AND CERTIFICATIONS

Definitions. For purposes of this Part III, Section B, the following clauses shall operate, impose the obligations and responsibilities of the parties and be interpreted as if:

- i. "Contracting Officer" means an authorized representative of Oshkosh's purchasing department;
- ii. "Contract" means the subcontract or purchase order that Oshkosh issues to Seller;
- iii. "Offer" means the quote or proposal that Seller provides to Oshkosh;
- iv. "Offeror" means "Seller";
- v. "Contractor" means "Seller"; and
- vi. "Subcontractor" shall mean Seller's lower-tier subcontractors.

Federal Acquisition Regulation (FAR)

Small Business Representations and Certifications (check all that apply)

- ☐ Small Business Concern
 - ☐ Veteran-Owned Small Business Concern
 - ☐ Service-Disabled Veteran-Owned Small Business Concern
 - ☐ Women-Owned Small Business Concern
 - ☐ Small Disadvantaged Business Concern
 - ☐ 8(a) Small Disadvantaged Business Concern (provide evidence of SBA certification)
 - ☐ HUBZone Small Business Concern (provide evidence of SBA certification)
- ☐ Historically Black College/University or Minority Institution

- ☐ Indian Tribe
- ☐ Alaska Native Corporation (ANC)
- ☐ Large Business
- ☐ Other (e.g., foreign): Specify: _____

You may wish to review the definitions for the above categories in FAR 52.219-9 and Title 13 of the Code of Federal Regulations at www.ecfr.gov. If you have difficulty ascertaining your size status, you may contact the SBA. See <https://www.sba.gov/about-sba/organization/contact-sba>.

Under 15 U.S.C. §645(d) any person who misrepresents its size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; (3) be subject to suspension and debarment; and (4) be ineligible for participation in programs conducted under the authority of the Small Business Act.

52.203-13 Code of Business Ethics

Offeror represents and certifies that:

1. Offeror has received and reviewed Oshkosh's Supplier Code of Conduct (or Code of Business Ethics).
2. Offeror agrees to comply with the principles and requirements set forth in the Code in connection with goods or services provided to Oshkosh.
3. Offeror maintains policies and procedures reasonably designed to ensure compliance with applicable laws and regulations, including those relating to anti-corruption, trade compliance, labor practices, human rights, and environmental protection.
4. Offeror will promptly notify Oshkosh of any material violation of the Code that relates to products or services provided to Oshkosh.
5. Offeror shall flow down substantially similar ethical and legal compliance requirements to relevant sub-tier suppliers.

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation

(a) Representation. The Offeror represents that—

- (1) It ☐ is, ☐ is not an inverted domestic corporation as defined in FAR 52.209-10; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation as defined in FAR 52.209-10.

52.209-5 Certification Regarding Responsibility Matters (Modified)

(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;



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(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 FAR 9.104-5(a)(2) for which the liability remains unsatisfied. See FAR 52.209-5 for a description of when Federal taxes are considered delinquent.

(ii) 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.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, 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.

52.209-7 Information Regarding Responsibility Matters

If offeror checked "have" in paragraph (a)(1)(i)(B) of the previous section (52.209-5 Certification Regarding Responsibility Matters), the offeror has ☐ does not have ☐ current active Federal contract and grant with total value greater than \$10,000,000.

If the offeror checked "has" in the paragraph above, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer.

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

(a) The Offeror represents that—

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



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(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

52.215-6 Place of Performance

The offeror, in the performance of any Government Contract with Oshkosh, ☐ intends, ☐ does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

If the offeror checked "intends," identify the addresses of the other locations: _____

52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Modified)

Oshkosh will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of FAR 52.222-18 that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of FAR 52.222-18 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.

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Modified)

(a) *Definitions.* As used in this clause "Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." "Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(a) The Contractor, on completion of this contract and at the request of Oshkosh, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to Oshkosh.

52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation. [Offeror is to check applicable blocks in paragraphs (1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide upon Oshkosh's request the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

Department of Defense FAR Supplement (DFARS)

252.239-7009 Representation of Use of Cloud Computing

(a) *Definition.* "Cloud computing," as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation.* The Offeror represents that it—

☐ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for Seller to read. They do not require completion of any data. The full text of the FAR provisions can be found at <https://www.acquisition.gov/browse/index/far> and the full text of the DFARS provisions can be found at <https://www.acquisition.gov/dfars> . When certifying to the information on this page, you are also certifying that you have read and will comply with each one of these provisions.

- FAR 52.203-2, Certificate of Independent Price Determination
- FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- FAR 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation
- FAR 52.204-29, Federal Acquisition Supply Chain Security Act Orders – Representations and Disclosures
- FAR 52.222-38, Compliance with Veterans’ Employment Reporting Requirements
- FAR 52.222-56, Certification Regarding Trafficking in Persons Compliance Plan
- FAR 52.223-4, Recovered Material Certification
- FAR 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan – Certification
- FAR 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications
- FAR 52.227-6, Royalty Information
- DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials
- DFARS 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls
- DFARS 252.222-7007, Representation Regarding Combating Trafficking in Persons
- DFARS 252.225-7031, Secondary Arab Boycott of Israel
- DFARS 252.225-7042, Authorization to Perform
- DFARS 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism
- DFARS 252.225-7053, Representation Regarding Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation
- DFARS 252.225-7055, Representation Regarding Business Operations with the Maduro Regime
- DFARS 252.225-7059, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region - Representation

**CERTIFICATION**

I hereby certify on behalf of Seller that the Representations and Certifications included above are current, accurate, and complete and that Seller will comply with all of the requirements contained herein. Seller agrees to immediately notify Oshkosh of any changes in the Representations and Certifications contained herein.

SELLER: _____

AUTHORIZED REPRESENTATIVE OF SELLER:

NAME (print)

TITLE

SIGNATURE

DATE

Effective Period: Certifications shall remain in effect for one (1) year from the date of signature.