

**OFFEROR'S ASSERTION OF COMMERCIALITY**

Part No(s) and Description(s) \_\_\_\_\_

Supplier's Name: \_\_\_\_\_

DO YOU ASSERT COMMERCIALITY? (see FAR 2.101 for the definition of "commercial" item):

YES: \_\_\_\_\_ (COMPLETE REMAINDER OF FORM)      No: \_\_\_\_\_ (SIGN AT BOTTOM OF FORM, ACTION IS COMPLETE.)

\_\_\_\_\_ hereby asserts to AM General that the above part number(s) meet the definition provided in FAR 2.101 for a commercial item or service. Commerciality is asserted based on the following **(Please check any that apply, and provide requested explanations and supporting information.):**

A. \_\_\_\_\_ Are items that are not real property, are of a type customarily used by the general public, or by non-governmental entities for purposes other than governmental purposes, and (i) has been sold, leased or licensed to the general public; or (ii) has been offered for sale, lease or license to the general public.

OR

B. \_\_\_\_\_ Are items that have evolved through advances in technology or performance, from an item which fits the definition in paragraph A, are not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements of this purchase order;

Identify original item, advances in technology and when item will be available within commercial marketplace.

\_\_\_\_\_  
\_\_\_\_\_

OR

C. \_\_\_\_\_ Are items that would satisfy a criterion expressed in paragraphs (A) or (B) above but for (check 1 or 2):

(1) \_\_\_\_\_ Modifications of a type customarily available in the commercial marketplace;

Identify modification and where available within commercial marketplace:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ or

(2) \_\_\_\_\_ Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

Identify modification(s) and why item still fits definition of "commercial item":

\_\_\_\_\_  
\_\_\_\_\_

OR

D. \_\_\_\_\_ Are combinations of items meeting the requirements of this definition that are of a type customarily combined and sold in combination to the general public.

Explain. \_\_\_\_\_  
\_\_\_\_\_

OR

E. \_\_\_\_\_ Are installation services, maintenance services, repair services, training services, and other services if (i) Such services are procured for support of an item referred to in paragraph (A), (B), (C), or (D) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and (ii) the source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

Explain. \_\_\_\_\_  
\_\_\_\_\_

OR

F. \_\_\_\_\_ Are services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed or specific outcomes to be achieved and under standard commercial terms and conditions. For purposes of these services (i) "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and (ii) "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

Explain. \_\_\_\_\_  
\_\_\_\_\_

Offeror further agrees that Offeror has on file, and will make available to AM General or the Government, upon request, documentary support for the assertions set forth above that is adequate to support those assertions to the satisfaction of AM General and the Government, and evidence of prices at which the same or similar items or services have been sold to the commercial market. Offeror grants AM General or the Government the right to examine, at any time before award, books, records, documents or other directly pertinent records to verify any request for an exception under the FAR's commercial item/services provision, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace. This information will be provided in a format that is mutually acceptable to Offeror and AM General.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**SPECIALTY METALS RESTRICTIONS**

DFARS 252.225-7008 (MAR 2013) and DFARS 252.225-7009 (OCT 2014) set forth requirements pertaining to the acquisition of specialty metals, and items containing specialty metals. Specifically, any specialty metals purchased or incorporated into items delivered under this contract must be melted or produced in the United States, its outlying areas, or a qualifying country (defined in DFARS 225.7002). The definition of specialty metals and additional information (including any exceptions) are indicated within DFARS 252.225-7008 and DFARS 252.225-7009.

In order to ensure AM General satisfies its prime contract requirements regarding specialty metals, suppliers are required to complete and submit the following survey, prior to any subcontract/purchase order award.

<b>Specialty Metals Survey</b>		<b>Part No. _____</b>	
<b>Questions</b>	<b>No</b>	<b>Yes</b>	
1. Does the manufactured part (indicated above) contain "specialty metals"? a. if no, your survey is completed (sign, date and return) b. if yes, answer question #2			
2. Is the "specialty metal" melted or produced in the United States? a. If yes, your survey is completed (sign, date and return) b. if no, answer question #3			
3. Does the manufactured article qualify for an exception identified within DFARS 252.225-7009? a. If yes, please detail below. Your survey is completed (sign, date and return) b. if no, answer question #4			
4. Indicate whether a domestic source is known to be available.			

Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_

Contact email \_\_\_\_\_

Contact Telephone Number \_\_\_\_\_

**REPORTING OF EXECUTIVE COMPENSATION (IN ACCORDANCE WITH FAR 52.204-10)**

FAR 52.204-10 requires prime contractors to obtain and report executive compensation information from subcontractors. Specifically, the name and total compensation for a subcontractor's five most highly compensated executives must be reported within one month of subcontract award, and annually thereafter. This requirement pertains to subcontracts valued at \$30,000 or more if...

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

**In order for AM General to comply with FAR 52.204-10, the following must be completed and submitted upon subcontract award, and annually thereafter.**

The subcontractor is indicating an exemption. \_\_\_\_\_ (Check and identify relevant paragraph (i) or (ii) above.) **If no exemption is indicated, complete the following table.**

Executive Name	Total Compensation (for the subcontractor's preceding fiscal year). "Total Compensation" is calculated as indicated within FAR 52.204-10.
1.	
2.	
3.	
4.	
5.	

Prepared by:

Name \_\_\_\_\_ Date \_\_\_\_\_

**REPRESENTATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR DECLARED INELIGIBLE STATUS  
(Reference FAR 52.209-6)**

1. For any contract action exceeding \$35,000, the Offeror represents that the Offeror and/or any of its Principals at the time of award are not debarred, suspended, proposed for debarment by the Federal Government or declared ineligible for award of Government contracts or subcontracts;
2. The Offeror shall provide immediate written notice to the Buyer if the Offeror learns that its certification was erroneous when submitted or if the Offeror and/or any of its Principals hereafter becomes debarred, suspended, proposed for debarment by the Federal Government or declared ineligible for award of Government contracts or subcontracts.

**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  
(Reference FAR 52. 203-11)**

- (a) *Definitions.* As used in this provision "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) *Certification.* The Offeror, by 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.
- (d) *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.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required 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.
- (f) Should the Offeror's circumstances change during the life of any resulting subcontract with respect to the above, the Offeror will notify Buyer immediately.

**CONFLICT MINERALS**

The following is applicable if the Seller/Supplier files reports with the SEC under Section 13(a) or Section 15 (d) of the Exchange Act.

Seller represents and warrants that it and its supply chain are currently in compliance, and it covenants that it and its supply chain shall continue to comply, with existing and future law relating to "conflict minerals" as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. SELLER SHALL BE RESPONSIBLE FOR AND SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER FROM AND AGAINST ANY LIABILITY RESULTING FROM THE BREACH OF THE AFOREMENTIONED REPRESENTATION AND WARRANTY AND COVENANT.

**PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (Reference FAR 52.222-22)**

The Offeror 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.

**AFFIRMATIVE ACTION COMPLIANCE (Reference FAR 52.222-25)**

1. The Offeror represents that it:

- a.  has developed will maintain and has on file, or
- b.  has not developed and does not have on file, at each establishment, a written affirmative action program required by the rules and regulations of the Secretary of Labor FR 60-1, 60-2 or 60-4).
- c.  has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

2. If 1.b is marked, 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.

**CERTIFICATION OF REGISTRATION WITH THE DIRECTORATE OF DEFENSE TRADE CONTROLS (DDTC)**

The Offeror certifies that it:

is, or  is not required to be registered to manufacture or export defense articles, or furnish defense services as required by the International Traffic in Arms Regulations (22 C.F.R. Part 122). If required to be registered, the Offeror certifies that it is currently registered with DDTC.

CERTIFICATION (SIGNATURE) IS REQUIRED BY AN AUTHORIZED OFFICIAL VERIFYING THE INFORMATION CONTAINED IN THIS PACKAGE IS TRUE. (VOID UNLESS SIGNED)

**DFARS 252.225-7000 Buy American--Balance of Payments Program Certificate- Basic. (Nov 2014)**

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States,” as used in this provision, have the meanings given in the Buy American and Balance of Payments Program—Basic clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program—Basic clause of this solicitation, 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:

<u>Line Item Number</u>	<u>Country of Origin</u>
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(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”:

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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(End of provision)

**OFFEROR’S EXECUTION**

**Offeror’s signature below applies to all provisions (pages 5 – 8) above.**

Company: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

(Offeror’s location where performance will occur)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Title: \_\_\_\_\_

Signature \_\_\_\_\_

Note: To ensure compliance with requisite supplier representations and certifications, the following will be included on the face of any award made.

“All representations and certifications submitted by Seller prior to or with award of this LTA\* are attached hereto. Any representations and certifications submitted thereafter are incorporated by reference and made a part of this LTA with the same force and effect as if attached hereto in full text. By signing this LTA, the Seller hereby certifies that as of the time of award of this LTA: (1) the Seller, or its principals, are not debarred, suspended or proposed for debarment or declared ineligible for award by any Federal agency; (2) 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 awarding this LTA; and (3) no changes have occurred to any other representations and certifications made by the Seller resulting in award of this LTA. The Seller agrees to immediately notify the AMG Supply Chain Manager/Buyer should there be any change to the representations or certifications attached hereto or thereafter executed by Seller during performance of this LTA.”

\*Note: “LTA” will be replaced with “quantitative order” in the event a requirement is placed that requires disclosure and certification of cost or pricing data.