

AM General Supplier Representations and Certifications

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

Upon completion, please execute, date and return this form to AM General as instructed. By completing and executing this form, Subcontractor certifies that the signatory has complete authority to make the Representations and Certifications contained herein and that the information contained herein is true, complete and accurate as of the date written below. The Representations and Certifications contained in this form shall be valid for one year from the date of execution. Should the information contained herein change, Subcontractor agrees to promptly notify AM General of such change and submit an updated Representations and Certifications.

Company (Offeror) Name:		
Contact Name/Title:		
Contact Phone #:		
Contact Title:		
Contact Phone #:		
Contact Email Address:		
Company Website (if any):		
DUNS #:		
CAGE Code		
Tax ID #:		
Type of Products or Services Offered:		
Primary NAICS Code:		
Secondary NAICS Code:		

SAM.Gov Registration Yes (Expiration Date: [Insert Date]) No*

***Note: AMG encourages all suppliers to register and complete representations and certifications online at <https://www.sam.gov> on an annual basis.** After reviewing the SAM database information, the supplier verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*supplier to insert changes, identifying change by clause number, title, date*]. 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. **Absent Online certification, Suppliers must complete FAR 52.204-8/DFARS 252.204-7007 (Non-Commercial Items) or FAR 52.212-3 (Commercial Items). Should a supplier opt not to register and complete representations and certifications online, copies of fully completed FAR 52.204-8/DFARS 252.204-7007 (for Non-Commercial items) or FAR 52-212-3 (for Commercial items) must be submitted with each quote.**

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 (DEC 2019) 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.

Specialty Metals Survey		Part No. _____	
Questions	No	Yes	
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 _____

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

In accordance with FAR 52.204-10, Executive Compensation and First-Tier Subcontract Award data will be provided to the Federal Funding Accountability and Transparency Act Sub-Award Reporting System (www.fsrs.gov) for orders valued at \$30,000.00 or more. Including the following information, as required.

(1) Congressional District:

- (i) Offeror’s Congressional District: [INSERT]
- (ii) Performance Location Congressional District (if different from above): [INSERT]

(2) First-Tier Subcontract Information:

- (i) In the Offeror’s preceding tax year, the Offeror:
 - (A) Did Did not have gross income from all sources under \$300,000.

(3) First-Tier Subcontractor Compensation:

- (i) In the Offeror’s preceding fiscal year, the Offeror:
 - (A) Did Did not receive 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants), cooperative agreements and other forms of Federal financial assistance;

AND

Did Did not receive \$25,000,000.00 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants), cooperative agreements and other forms of Federal financial assistance.

(B) The public does, does not have access to information about the compensation of the executives through periodic files under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) 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 www.sec.gov/answers/execomp.htm).

(ii) Offeror’s top five most highly compensated executives and *total compensation (Complete the following only if the answer to (A) above is **Did** and (B) **Does Not**):

Offeror’s Top Five Executives

***Total Compensation**

***Total Compensation:** The cash and noncash dollar value earned by the executive during the Offeror's preceding fiscal year and includes the following: salary and bonus, award of stock, stock options, and stock appreciation rights, earnings for services under non-equity incentive plan, changes in pension value, and above-market earnings on deferred compensation which is not tax-qualified, as well as other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.00. For more information see FAR 52.204-10 or 17 CFR 229-402(c)(2).

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:

Line Item Number

Country of Origin

(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”:

Line Item Number

Country of Origin (If known)

(End of provision)

FAR 23.230-1 Cost Accounting Standards Notices and Certification (Jun 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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(End of provision)

Alternate I (Apr1996). As prescribed in [30.201-3\(b\)](#), add the following paragraph (c)(5) to Part I of the basic provision:

(5) *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

(i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

OFFEROR'S EXECUTION

Offeror's signature below applies to all provisions 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” (QO), “purchase order” (PO) or “requirements contract” (RC) in the event a QO, PO or RC is issued.