

***PLEASE READ CAREFULLY***

**ANNUAL SUPPLIER REPRESENTATIONS AND CERTIFICATIONS**

Procurement of material, services and supplies for a United States Government contract requires that prime contractors, subcontractors and suppliers comply with socioeconomic programs enacted into public law, implemented by Executive Order, and promulgated by Federal Regulations. Representations and Certifications must be completed prior to award of any order(s) to your company and be updated annually.

|  |  |
| --- | --- |
| **Company Name** |  |
| **Address: po box, suite** |  |
| **City, State, Zip Code** |  |
| **Phone** |  |
| **Fax** |  |
| **E-Mail Address** |  |
| **Cage Code** |  |
| **Duns Number (FAR 52.204-6)** |  |
| **Taxpayer Identification Number (TIN) (FAR 52.204-3)** |  |
| **Number of Employees, last 12 months:**  **(FAR 52.212-3 (c)(8)(ii)(A)) or** |  |
| **North American Industrial Classification System (NAICS) CODE (FAR 19.102)**  NAICS Code listings are also available at your public library, and through the Internet at: <http://www.sba.gov/regulations/siccodes/>.(End of Provision) | Enter the 6-digit NAICS Code that most closely represents the product, commodity or service that your firm is likely to sell to Alloy Surfaces Company, Inc. in the calendar year covered by these representations.   |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | |  |  | NAICS Code: |  |  |  |  |  |  | |
| **Is your company a manufacturer?** | **Yes  No** |
| **If not a manufacturer, describe your company’s products or services** |  |

Please review each statement from pages 2 through 15 and place a check mark in the box that represents your current state of compliance with each requirement. **NOTE: DO NOT LEAVE ANY OF THE SECTIONS BLANK.** Sign and date below; return the completed form to:

**Purchasing Department**

**Attn: Mary Anne Knowles,**

Purchasing Manager, Small Business Liaison Officer

###### 121 North Commerce Drive, Chester Township, PA

Email: maryannek@alloysurfaces.com

###### CERTIFICATION

###### To be signed by a representative authorized to legally bind the subject company.

I hereby acknowledge an understanding of the US Government contracting and subcontracting programs and confirm the accuracy of the statements made on this certification. This certification shall apply to all solicitations, agreements, or orders received from Alloy Surfaces Company, Inc. and shall be valid for 12 months from the date of signature below.

NAME *(please type)* TITLE DATE

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

SIGNATURE

**1. TYPE OF BUSINESS ORGANIZATION (Must be on file for each Supplier) – (FAR 52.204-3) All Orders**

Taxpayer Identification Number (TIN)

TIN: ,

TIN has been applied for

TIN is not required because:

Supplier is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Supplier is an agency or instrumentality of a foreign government;

Supplier is an agency or instrumentality of the Federal Government.

The Supplier, by checking the applicable box, represents that it operates as:

a corporation incorporated under the laws of the State of ,

a sole proprietorship

a government entity (Federal, State, or local)

a foreign entity and if a corporation registered for business in  (country)

a partnership

an International organization per 26 CFR 1.6049-4 or

a joint venture between

Supplier is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

If the Submitter is owned or controlled by a parent company, provide the following information:

Name of Parent Company:

Parent Company’s TIN:

**2. AFFILIATION AND IDENTIFYING DATA**

A. If the Submitter's facility has been approved to retain classified documents, provide the following information:

Cognizant Government Security Office:

Street Address:

City/State/Zip:

B. Submitter’s bid rates have been audited by DCAA:  ***Yes***  ***No***

If yes, in accordance with FAR 32.503-3, submitter shall provide the following information:

Cognizant Government Defense Contract Audit Agency (DCAA):

Street Address:

City/State/Zip:

Date of last Accounting System Audit:  Approved:  ***Yes***  ***No***

Date of last Billing System Audit:  Approved:  ***Yes***  ***No***

C. If the Submitter has a current Prime Contract with the U.S. Government, provide the following information:

Cognizant Government DCMA Office:

Street Address:

City/State/Zip:

**3. BUSINESS SIZE AND TYPE CLASSIFICATION: SUPPLIER REPRESENTS THAT IT IS A (52.219-1):**

|  |  |
| --- | --- |
| **NOTICE**  **OF**  **PENALTY** | Under 15 U.S.C. 645(d), (1) whoever misrepresents the status of any concern or person as a “small business concern”, a “qualified HUBZone small business concern”, a “small business concern owned and controlled by socially and economically disadvantaged individuals”, or a “small business concern owned and controlled by women”, in order to obtain for oneself or another any-  (A) prime contract to be awarded pursuant to section 638, 644, or 657a of this title;  (B) subcontract to be awarded pursuant to section 637(a) of this title;  (C) subcontract that is to be included as part or all of a goal contained in a subcontracting plan required pursuant to  section 637(d) of this title; or  (D) prime or subcontract to be awarded as a result, or in furtherance, of any other provision of Federal law that  specifically references section 637(d) of this title for a definition of program eligibility,[1](http://uscodebeta.house.gov/view.xhtml?hl=false&edition=prelim&req=granuleid%3AUSC-prelim-title15-section645&num=0&saved=%7CZ3JhbnVsZWlkOlVTQy1wcmVsaW0tdGl0bGUxNS1zZWN0aW9uNjQ1%7C%7C%7C0%7Cfalse%7Cprelim" \l "645_1_target) shall be subject to the  penalties and remedies described in paragraph (2).  (2) Any person who violates paragraph (1) shall-  (A) be punished by a fine of not more than $500,000 or by imprisonment for not more than 10 years, or both;  (B) be subject to the administrative remedies prescribed by the Program Fraud Civil Remedies Act of 1986 (31 U.S.C.  3801–3812);  (C) be subject to suspension and debarment as specified in subpart 9.4 of title 48, Code of Federal Regulations (or  any successor regulation); and  (D) be ineligible for participation in any program or activity conducted under the authority of this chapter or the  Small Business Investment Act of 1958 (15 U.S.C. 661 et seq.) for a period not to exceed 3 years. |
|  |  |

**SMALL BUSINESS (SB)** – (52.219-1) “*Small Business Concern”* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualifies as a small business under the criteria in 13 CFR Part 121 and the size standard identified by the NAICS Code identified in above.

**WOMEN-OWNED SMALL (WOSB)** (52.219-1) – *“Women-Owned Small Business Concern”* means a small business concern which is at least 51% owned by one or more women or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women.

**ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL (EDWOSB)** (52.219-1) – *”Economically Disadvantaged Woman-Owned Small Business”*  means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program..

**HISTORICALLY BLACK COLLEGE or UNIVERSITY (HBCU)** (52.226-2) – "Historically Black College or *University"* means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

**MINORITY INSTITUTION** **(MI)** (52.226-2) - *"Minority Institution"* means an institution of higher education meeting the requirements of Section 365(3)) of the Higher Education Act of 1965 (20 U.S.C.1067k, including a Hispanic-serving institution of higher education, as defined in Section 502(a) ) of the Act (20 U.S.C. 1101a)).

**SMALL DISADVANTAGED** **(SDB)** (52.219.1) – *“Small Disadvantage Business Concern”* [whether or not also women-owned] means a small business concern owned and controlled by socially and economically disadvantaged individuals that has received certification as a small disadvantaged business concern consistent with 13 CFR 124.1002.

* **SUPPLIER** *is****,*** *is not* ***SBA Certified***

**HUB Zone Small Business Certified (HUB Zone SB)** (52.219-1) *“HUB Zone Small Business Concern”* must be a small business according to the definition of FAR 52.219-1(b)(1) and the NAICS Code size standards, be on the List of Qualified HUBZONE Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUB Zone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126.

A copy of the Supplier’s current Small Business Administration (SBA) certification letter and a copy from SBA’s PRO-Net profile must be attached.

**VETERAN-OWNED SMALL BUSINESS (VOSB)** (52.219-1) “*Veteran-Owned Small Business concern*” means a business with no less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and the management and daily business operations of which are controlled by one or more veterans.

**SERVICE-DISABLED BUSINESS VETERAN-OWNED SMALL BUSINESS (SDVOSB)** (52.219-1) – *“Service-Disabled Veteran-Owned Small Business concern”*means a business not less than 51% of which is owned by one or more service disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more service disabled veterans; and the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

**ALASKAN NATIVE CORPORATION (ANC)** – *“Alaskan Native Corporation”* means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq), and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e) (1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e) (2).

**INDIAN TRIBE** – *“Indian Tribe*” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A 1601, et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452 (c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

**NON-PROFIT ORGANIZATION**

**LARGE BUSINESS (LB)**

**GOVERNMENT AGENCY/ENTITY**: Explain:

**MINORITY OWNERSHIP: IF SUPPLIER HAS REPRESENTED ITSELF AS A SMALL DISADVANTAGED BUSINESS (SDB), MINORITY INSTITUTION (MI), OR WOMEN-OWNED SMALL DISADVANTAGED BUSINESS (WOSDB), PLEASE CHECK THE APPROPRIATE CATEGORY OF OWNERSHIP: (FAR 52.219-1 Alt. I)**

Black American

Hispanic American

Native American: American Indians, Eskimos, Aleuts, or Native Hawaiians

Asian-Pacific American: persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu or Nauru

Subcontinent Asian (Asian-Indian) American: persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal

Individual/concern, other than one of the preceding. Explain:

**4. SUPPLIER REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FAR 52.212-3)**

1. Buy American Act Certificate. (FAR 52.225-2) (Applies only if the clause at FAR 52.225-1, Buy American Act – Supplies, is included)

The Supplier certifies that each end product is a domestic end product and that for other than Commercial off the Shelf (COTS) items, the Supplier has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Supplier shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” ‘end product,” “foreign end product,” and “United States” are defined in the clause entitled “Buy American Act – Supplies.” (FAR 52.225-2)

Foreign End Products:

Line Item Number: Country of Origin

(List as necessary)

**5. EXPORT/IMPORT CERTIFICATIONS FOR PROCUREMENT**

Alloy Surfaces Company, Inc. requires that its suppliers certify the following information to ensure compliance with the U.S. Government export/import laws and regulations including the U.S. Department of State, Directorate of Defense Trade Controls (DDTC), International Traffic in Arms Regulations (ITAR) and the U.S. Department of Commerce, Bureau of Industry and Security (BIS), Export Administration Regulations (EAR):

ITAR 22 CFR 120.15 and EAR 15 CFR Part 772 define a U.S. person as a person who is a lawful permanent resident as defined by 8 U.S.C.1101(a)(20) or who is a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the United States. It also includes any governmental (federal, state or local) entity.

1. SUPPLIER  ***is***  ***is not*** a “U.S. Person” as defined in the ITAR 22 CFR Part 120.15 and EAR 15 CFR 772.

***Any person*** *who engages in the United States in the business of either manufacturing or exporting ITAR controlled defense articles or furnishing defense services is required to register with the Directorate of Defense Trade Controls (DDTC) unless exempted by one of the four conditions listed in ITAR 22 CFR Part 122.1. ALLOY SURFACES cannot enter into any procurement contract with a supplier within the United States that involves the acquisition of ITAR controlled defense articles or provision of defense services until the supplier has certified that it is registered with DDTC.*

***This registration requirement does not apply to manufacturers of EAR controlled articles and/or services.***

1. SUPPLIER  ***is registered*,**  ***is exempt*** from registration,  ***is not*** registered with the U.S. Department of State, Directorate of Defense Trade Controls per ITAR 22 CFR Part 122.1 (a) and (b).

Supplier U.S. Department of State Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiration date of supplier registration with the U.S. Department of State DDTC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If exempt box is checked, please describe your company’s products/services:

The supplier is responsible for the protection of any controlled technical data or defense articles provided to them by ALLOY SURFACES to assist in the manufacture of a defense article or provision of a defense service. The release of this data by the supplier to a Foreign Person employee or its transfer to another Foreign Person for the purpose of Off-Shore Procurement is defined as an export (ITAR 22 CFR Parts 120.17 and 124.13 and EAR 15 CFR Part 734.2(b)(2)(ii)) and Supplements 1 and 2 or Part 774 and subject to the licensing requirements of the ITAR and EAR as applicable.

* For manufacturers and recipients of ITAR controlled data, do you have an export compliance plan for handling and control of ITAR controlled technical data?

Yes No

* Supplier acknowledges their company’s commitment that any technical data, as previously defined, received from Alloy Surfaces Company, will not be provided to persons within your employ who are not defined as “US persons” by the ITAR, nor will the technical data be forwarded to other US companies without the same flow down requirements pertaining to the ITAR.

Yes No

* Please identify if your company has a requirement to share technical data provided by Alloy Surfaces Company with foreign persons or company’s located offshore.

Yes No

* Supplier acknowledges that any requirement for export by your company of technical data provided by Alloy Surfaces Company requires a Department of State license approval in addition to Alloy Surfaces Company concurrence.

Yes No

* Supplier confirms that it and its suppliers are not currently debarred or suspended pursuant to any of the statutes listed at ITAR 120.27 or from contracting with any agency of the US Government.

Yes No

1. SUPPLIER  **will** obtain the necessary export authorization prior to the release of controlled technical data or other defense articles provided by ALLOY SURFACES for the purpose of procurement to any Foreign Person in or outside of the United States.

**6. BIOBASED PRODUCT CERTIFICATION (FAR 52.223-1 - May 2012)**

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c) (3)), the Supplier certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CRF part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the Supplier as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

I certify that I have read and understand this provision.

**7. CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FAR 52.222-18 – Feb 2001) – For orders over $3,000**

[An award will not be made to a SUPPLIER unless the Supplier, by checking the appropriate block, certifies to either paragraph A or B of this provision.]

A.  SUPPLIER will not supply any end product listed in paragraph C that was mined, produced, or manufactured in a corresponding country as listed for that end product.

B.  SUPPLIER may supply an end product listed in paragraph C that was mined, produced, or manufactured in the corresponding country as listed for that product. The Supplier certifies that is 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 Supplier certifies that it is not aware of any such use of child labor.

C. Listed End Product:

Listed Countries of Origin:

**8. RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4 – May 2008)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c )(3)(A)(i)), the Supplier certifies, by signing this document, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

I certify that I have read and understand this provision.

**9. CERTIFICATION OF COMPLIANCE REPORT (FAR 52-222.22 – February 1999) - For orders over $10,000**

A.SUPPLIER  ***has***  ***has not*** participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

1. SUPPLIER  ***has***  ***has not*** filed all required compliance reports and Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**10. CERTIFICATION OF AFFIRMATIVE ACTION PROGRAM (52.222.25 – April 1984) - For orders over $10,000**

A. SUPPLIER  ***has developed and has on file***,  ***has not developed and does not have on file***, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor in 41 CFR 60-1 and 60-2; or

B. SUPPLIER  ***has not previously*** had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### 11. EQUAL OPPORTUNITY (FAR 52.222-26 – March 2007) - For orders over $10,000

#### The SUPPLIER represents that it is in agreement with the subject clause and the Executive Order 11246, as amended, and the rules, regulations, and Orders of the Secretary of Labor pertaining to Equal Opportunity.

#### I certify that I have read and understand this provision.

#### 12. PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (52.209-6 – August 2013) - For orders over $30,000

#### The Government suspends or debars Contractors to protect the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract in excess of $30,000 with a Contractor that is debarred, suspended or proposed for debarment unless there is a compelling reason to do so.

#### The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

#### A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontract for a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (See FAR 9.404 for information on the System for Award Management (SAM) Exclusions. The notice must include the following:

#### The name of the subcontractor

#### The Contractor’s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM,

#### The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

#### The systems and procedures the Contractor has established to ensure that it is fully protecting the Government’s interests when dealing with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment.

I certify that I have read and understand this provision.

**13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (52.209-5 – APRIL 2010) - For orders over $100,000**

(a)(1) The Supplier certifies, to the best of its knowledge and belief, that --

1. The Supplier and/or any of its Principals –
   1. ***Are***  ***are not***  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
   2. ***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, or receiving stolen property;
   3. ***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. The Supplier ***has***  ***has not***  within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,”for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, 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.**

(b) The Supplier shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Supplier learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a)(1) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Supplier’s responsibility. Failure of the Supplier to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Supplier non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a)(1) of this provision. The knowledge and information of a Supplier is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Supplier knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I certify that I have read and understand this provision.

**14. WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) - For orders over $100,000**

[Complete only if the Supplier is a women-owned concern and has not represented itself as a small business concern in paragraph (b) (1) of FAR 52.219-1, Small Business Program Representations.]

A. SUPPLIER represents that it  ***is***,  ***is not*** a women-owned business concern.

**15. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (SEPTEMBER 2007)** **- For orders over $100,000** *(****check only one)***

A. SUPPLIER certifies that if it is awarded a contract of $100,000 or more, to the best of its knowledge and belief, Federal appropriated funds ***have*** or **have *not***  been paid or will be paid to influence certain Government officials to award a Federal contract or to modify a Federal contract.

B. SUPPLIER agrees that if awarded a contract of $100,000 or more, and SELLER has provided payments to influence Federal transactions, OMB Standard Form LLL, Disclosure of Lobbying Activities will be submitted to ALLOY SURFACES COMPANY.

I certify that I have read and understand this provision.

**16. REPORTING EXECUTIVE COMPENSATION AND FIRST-TEIR SUBCONTRACT AWARDS (FAR 52.204-10) (July 2013) – For orders over $25,000**

If a subcontract or Purchase Order awarded to Supplier has an expected value of $25,000 or more in support of a prime contract, Alloy Surfaces must, subject to certain exceptions, gather and publicly report information regarding the award in accordance with FAR 52.204-10.

Is Supplier an individual or has Supplier had gross income under $300,000 in the previous tax year?

Yes (If yes, Supplier is not required to complete TOTAL COMPENSATION – EXECUTIVES section below, and should proceed to item 17.)

No (If no, Supplier must complete TOTAL COMPENSATION – EXECUTIVES section below.)

TOTAL COMPENSATION – EXECUTIVES

1. Definitions. As used in this provision, “Executive” means officers, managing partners, or any other employees in management positions of Supplier. “First-tier subcontract” means a subcontract or Purchase Order awarded directly by Alloy Surfaces to supplier to furnish supplies or services (including construction) for performance of a prime contract. “Total Compensation” means the cash and noncash dollar value earned by the Executive during suppliers’ preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
2. Salary and bonus
3. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
4. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives, and are available generally to all salaried employees.
5. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
6. Above-market earnings on deferred compensation which is not tax-qualified.
7. 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.

1. In Supplier’s preceding fiscal year, did Supplier receive 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements?

Yes (If yes, proceed to (C) below)

No (If no, Supplier is not required to complete the remainder of this section and may proceed to Section 17.)

1. In Supplier’s preceding fiscal year, did Supplier receive $25,000,000 or more in annual gross revenues from Federal contracts, subcontracts, loans, grants, subgrants and cooperative agreements?

Yes (If yes, proceed to (D) below.)

No (If no, Supplier is not required to complete the remainder of this section and may proceed to Section 17.)

1. Does the public 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 USC 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 [www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm) ).

Yes (If yes, Supplier is not required to complete the remainder of this section and may proceed to Section 17.)

No (If no, proceed to (E) below)

1. Supplier must provide in the space below the names and Total Compensation of each of Supplier’s five most highly compensated Executives for Supplier’s most recent completed fiscal year.

|  |  |
| --- | --- |
| **Executive Name** | **Executive Total Compensation** |
| **(1)** |  |
| **(2)** |  |
| **(3)** |  |
| **(4)** |  |
| **(5)** |  |

**17. Cost Accounting Standards Notices and Certification (52.230-1 – May 2012) – For orders over $700,000**

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

Suppliers 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 Supplier 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 $700,000 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 Supplier 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 Supplier's proposal under this solicitation unless the Supplier 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 Supplier 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 Supplier 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 and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

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

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

(3) *Certificate of Monetary Exemption.* The Supplier hereby certifies that the Supplier, 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 Supplier further certifies that if such status changes before an award resulting from this proposal, the Supplier will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The Supplier hereby certifies that

(i) the Supplier 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 Supplier is not yet required to submit a Disclosure Statement. The Supplier further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Supplier will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Suppliers 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 Supplier is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Supplier 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 Supplier hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Supplier 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 Supplier received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The Supplier further certifies that if such status changes before an award resulting from this proposal, the Supplier will advise the Contracting Officer immediately.

**CAUTION:** A Supplier 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 Supplier 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 Supplier shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

**YES**  **NO**

**18. TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (DOD FAR 252.227-7028, June 1995)**

A. The Supplier certifies that it:

1)  ***Has***  ***has not*** delivered.

2)  ***is***  ***is not*** obligated to deliver to the Government under any contract or subcontract, the same or substantially the same technical data or computer software as are required hereunder.

**NOTE:** If the Supplier's representation in 1) or 2) above is **"has,"** the Supplier shall identify below:

3) The contract number under which the data or software was produced;

Contract/Subcontract Number:

4) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered:

Contract/Subcontract Number:

Place of Delivery:

Name and address of Government Agency/Contractor:

5) Any limitations in the Government’s rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

Limitations (if any):

Date Limitations Expire:

B.  Supplier represents that there are no limitations on the Government's right to use or disclose the data, including, when applicable, identification of the earliest date the limitation expires.

**19. USE OF GOVERNMENT FACILITIES**

Government facilities  ***will***  ***will not*** be used on a rent-free-use basis.

If the answer is "**will,**" the following information is required:

A. Facility Contract Number

B. Name of Agency authorizing Facility Contract

C. Contracting Officer's Name  and

Office Symbol

D. Phone Number

E. Address

Street:

City/State/Zip:

F. The proposed price for this procurement  ***does***   ***does*** not include separately identifiable monetary consideration for use of these facilities?

G. If "does" is answered to F above, explain method used to calculate consideration for use.

**20. CERTIFICATE OF INSURANCE**

**NOTE:** This certification is only applicable if support provided at ALLOY SURFACES COMPANY and/or on a Government installation is identified as a requirement in this solicitation.

The Supplier/Quoter hereby certifies that at time of subcontract award minimum insurance coverage is maintained as follows:

N/A

Worker's Compensation - Statutory Minimum

Comprehensive General Liability - $5,000,000 (Bodily injury and property damage, combined single limit each occurrence; including Broad Form Property Damage, Operations Owners and Contractors Protective, Contractual and Products-Completed Operations; Extended to delete Explosion, Collapse, and Underground Damage (X.C.U.) exclusions. Product Liability-Completed Operations Insurance must be continued for one year after final acceptance of work).

Automobile Liability -- $5,000,000 Bodily injury and property damage combined single limit each occurrence.

Employers Liability - $1,000,000 each person/each accident.

**21. GSA SCHEDULE CONTRACT INFORMATION**

A. Supplier  ***has***  ***does not have*** a current GSA Schedule contract for services/equipment identified in this solicitation.

B. If the answer to A above is "***has,***" cite the applicable contract number and expiration date below:

Contract Number:

Expiration Date:

## 22. SPECIAL TEST EQUIPMENT

A. Definition. Special test equipment means electrical, electronic, hydraulic, pneumatic, mechanical or other items or assemblies or equipment which are of such a specialized nature that, without modification or alternation, the use of such items (if they are to be used separately) or assemblies is limited to testing in the development or production of particular supplies or parts thereof, or in the performance of particular services. The term "special test equipment" includes all components of any assemblies of such equipment, but does not include:

1) Consumable property;

2) Special tooling; or

3) Building, non-severable structures (except foundations and similar improvements necessary for the installation of special test equipment), general or special machine tools, or similar capital items.

B. Seller Notice of Intent to Acquire Special Test Equipment. This purchase order provides that the Seller will acquire special test equipment for the Government and/or the Buyer but does not specify its exact nature. Before acquiring any such special test equipment or components, thereof having an item acquisition cost of $1,000 or more, the Seller shall give the Buyer thirty (30) days’ notice of his intention to do so including the information identified in paragraph E of the Special Test Equipment Questionnaire. The Government and/or the Buyer may elect to furnish the special test equipment or any components thereof to the Seller by giving written notice of its election to the Seller within a thirty (30) day period. In the event the Seller has not received such written notice within the period prescribed, he may proceed to acquire such equipment or components subject to any other applicable provisions of this purchase order and concurrently give written notice of such action to the Buyer.

C. Buyer/Government - Furnished Special Test Equipment. In the event the Government and/or the Buyer elects to furnish special test equipment or any components thereof pursuant to paragraph B above, such items shall be furnished subject to the provisions of Section 21, Government Property; provided however, that the Government and/or the Buyer shall not be obligated to deliver such items sooner than the Seller could have procured them after expiration of the thirty (30) day notice period prescribed in paragraph B above.

D. Equitable Adjustment. If the Government and/or the Buyer furnish any special test equipment or components thereof under paragraph C above, any affected provision of this purchase order shall be equitably adjusted in accordance with the procedures of the "Changes" clause in this purchase order.

E. Subcontracts. If special test equipment or components thereof having an item acquisition cost of $1,000 or more are to be acquired for the Government and/or the Buyer by a subcontractor of any tier under this purchase order, the Government's and/or the Buyer's rights to receive thirty (30) days advance notice thereof from the Seller, and to furnish such items to the Seller and obtain an equitable adjustment of this purchase order there for, in accordance with paragraph B, C and D above, shall be preserved.

I certify that I have read and understand this provision.

**23. GOVERNMENT PROPERTY**

Seller agrees that:

A. Title to all Government-owned property furnished to Seller by Buyer or the Government shall remain with the Government. In order to define the obligations of the parties under this Addendum, title to each item of facilities, special test equipment, and special tooling (other than that subject to a "Special Tooling" clause) acquired by the Seller for the Government pursuant to this purchase order shall pass to and vest in the Government when its use in the performance of this purchase order commences, or upon payment there for by Buyer, whichever is earlier, whether or not title previously vested. Title to Government-owned property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government-owned property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty. Seller agrees to maintain and administer, in accordance with sound industrial practice, a satisfactory program for the maintenance, repair, protection, and preservation of such Government property so as to assure its full availability and usefulness for the performance of this purchase order.

B. Seller will establish and maintain a system for the management and control of Government property in accordance with the provisions of Subpart 45.5 of the Federal Acquisition Regulations entitled "Management of Government Property in the Possession of Contractors," as to all items of Government Property and equipment in Seller's possession, and to establish and maintain a similar management and control system as to all items of Buyer's property and equipment in Seller's possession. Seller shall promptly report to Buyer all instances of loss, damage, or destruction of Buyer and/or Government property in Seller's possession or control, which is accountable under this purchase order. Upon completion or termination of this purchase order, or in the event the Government's or Buyer's property becomes obsolete, Seller shall carefully maintain such Government and Buyer property until specific directions are received from Buyer or the Government for its disposition in accordance with the provisions of Part 49 of Federal Acquisition Regulations applicable to termination inventory.

C. Seller assumes the risk of, and shall be responsible for, any Government-owned property acquired or provided under this purchase order upon passage of title thereto to the Government as provided in paragraph (a) above or upon delivery of such property to Seller, FOB Buyer's plant, or upon delivery of such property to Seller at Seller's plant, if such Government-owned property is shipped directly to Seller by the Government, and the Seller shall return all Government-owned property in as good condition as when received, except for reasonable wear and tear or for the utilization of the property, in accordance with the provisions of this purchase order.

Definitions of terms related to property administration can be found in Paragraph 45.501 of Federal Acquisition Regulations.

I certify that I have read and understand this provision.

**24. CONFLICT MINERALS**

“Conflict Minerals” are minerals such as cassiterite (tin), wolframite (tungsten), columbite-tantalite (tantalum) and gold which are mined in conditions of armed conflict and human rights abuses, mostly in the eastern provinces of the Democratic republic of the Congo.

Per Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (July 2010), companies are required to submit an annual conflict mineral report if

1. They are required to file reports with the U.S. Securities and Exchange Commission (SEC) and
2. Conflict minerals are necessary to the functionality or production of a product that they manufacture or contract to be manufactured
3. A company would be deemed to contract an item to be manufactured if it:
   * 1. Exerts any influence over the manufacturing process; or,
     2. Offers a generic product under its own brand name or a separate brand name (regardless of whether the company has any influence over the manufacturing process) and the company contracted to have the product manufactured specifically for itself.

The intent of the law is to cover minerals and metals that are incorporated directly into a final product. There is currently nothing specifically addressing the applicability to intermediate chemical processes using chemicals that contain conflict minerals. There is no minimum quantity threshold that would provide exemption from submitting reports.

The supplier hereby certifies that their product(s)  *does*,  *does not* contain any materials considered to be Conflict Minerals

If the supplier’s product does contain Conflict Minerals, the supplier  *can*,   *cannot* provide records to make a reliable determination that they were not sourced from a conflict region, such as the Congo. Certification that materials were obtained from a conflict-free source must accompany any shipment. If such certification cannot be provided, the shipment will be rejected.

List product(s) that contain Conflict Minerals and the associated mineral/metal:

**25. PROCUREMENT FROM A RECOGNIZED SOURCE: DETECTION AND AVOIDANCE OF COUNTERFEIT ELECTRONIC PARTS**

Applicable for all parts and material delivered under any purchase order that are the lowest level of separately identifiable items, including but not limited to fasteners and Electrical, Electric and Electromechanical (EEE) components.

“Counterfeit” includes parts and material that is misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved parts and/or material that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable. With specific regard to counterfeit hardware, a registry of active fastener trademarks is maintained by the US Patent and Trademark Office and can be found at: http://www.uspto.gov/trademarks/law/fastener/fqa.jsp.

All purchased material included in assemblies and subassemblies being delivered per this order must have been procured by the seller directly from either the original manufacturer of the item(s) or an authorized distributor of the manufacturer of the item(s). A Certificate of Conformance (CoC) and a method of item traceability shall be retained for each component. These documents shall be retained per the records retention requirements directed elsewhere within this order and made available upon request.

1. Supplier shall maintain the Manufacturer’s CoC for each component included in the assemblies and subassemblies being delivered per this order. At a minimum, the CoC shall include:

* Manufacturer’s name and address
* Manufacturer’s and/or buyer’s part number
* Batch identification for the item such as date code, lot code, etc.

1. Supplier shall maintain a method of item traceability that ensures tracking of the supply chain back to the manufacturer of all material included in assemblies and subassemblies being delivered per this order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the product for the seller. The manufacturer shall also include the manufacturer’s batch identification for the item(s) such as date codes, lot codes, serializations, or other batch identifications.

In the event any item required to be delivered under this order cannot be procured by the Supplier in accordance with this requirement, the Supplier shall submit written justification and request a deviation from this requirement prior to making delivery. If the request for deviation is accepted by Alloy Surfaces, Alloy Surfaces shall modify the corresponding purchase order accordingly. Additional verification of the items may be required prior to allowing the deviation from this requirement. This additional verification shall include inspections and/or tests activities (including, but not limited to include visual inspection, X-Ray inspection, destructive physical analysis, thermal cycle testing, and electrical testing) necessary to assure the authenticity of the purchased product. Alloy Surfaces may request copies of such acceptance criteria and records of this activity prior to granting the deviation.

Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable Federal statutes. Supplier employees engaged in the performance of work under this purchase order shall be informed in writing prior to performance of work that there is a risk of Federal criminal penalties associated with any falsification, concealment, or misrepresentation in connection with work performed under this purchase order.

If counterfeit parts/ assemblies are furnished under this purchase agreement, such items shall be impounded. The supplier shall promptly replace such items with items acceptable to the Alloy Surfaces and the supplier may be liable for all costs relating to impoundment, removal, and replacement. Alloy Surfaces may turn such items over to US Governmental authorities (Office of Inspector General, Defense Criminal Investigative Service, Federal Bureau of investigation, etc.) for investigation and reserves the right to withhold payment for the items pending the results of the investigation.

I certify that I have read and understand this provision.