



SECTION I: Terms and Conditions

ORDER OF PRECEDENCE

If any requirement(s) defined in this document contradict the Purchase Order, the Purchase Order requirement(s) shall take precedence.

If any requirement(s) listed in the Purchase Order contradict any associated government contract requirement(s), the contract requirement(s) shall take precedence.

ACCEPTANCE

Supplier's acceptance of this Purchase Order shall constitute an agreement to all terms and conditions; including but not limited to Purchase Order price, quantity, delivery, specifications, terms, quality requirements, and regulatory requirements.

ACKNOWLEDGEMENT AND ORDER CONFIRMATION

Acknowledgement must be sent to FBC Enterprises after receipt of the order. Please send to acknowledgements and order confirmations to david@fbcenterprises.com.

AGREEMENT

Acceptance and acknowledgement of this Purchase Order constitutes a binding agreement between the Supplier and FBC Enterprises. The terms and conditions cannot be changed without prior written consent of both parties.

Purchase order(s) may be withdrawn at no cost to FBC Enterprises if Purchase Order requirements are not met.

CANCELLATION OF PURCHASE ORDER

If the Supplier becomes aware of any circumstances that will result in delay in delivery that exceeds specified Contract Delivery Date(s), the Supplier shall notify FBC Enterprises immediately in writing. The Supplier shall include the reason for the delay and a new time of delivery. These new delivery terms are subject to written acceptance by FBC Enterprises.

Receipt of non-conforming product, delay in delivery, or deficient documentation may result in Purchase Order cancellation at no cost to FBC Enterprises.

The Supplier may also be liable for any penalties or additional costs incurred by FBC Enterprises as a result of late delivery, delivery of non-conforming product, or deficient documentation.

CORRECTIONS AND EXCEPTIONS

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If there are error(s) to correct or exemptions to be made to the Purchase Order, please request changes or amendments in writing. Requests should include FBC Enterprises Purchase Order number and applicable government contract number.

Subsequent Purchase Orders render earlier versions null and void.

FLOW DOWN REQUIREMENTS

The Supplier must flow down to sub-tier suppliers any applicable requirements referenced in the Purchase Order including specifications, key characteristics, critical safety items, terms and conditions, and FBC Enterprise's customer contractual requirements.

RIGHT OF ACCESS

When sub-tier sources are used by the Supplier for procurement or processing to fulfill the Purchase Order, FBC Enterprises reserves right of access to Supplier's and all sub-tier Supplier's applicable facilities and/or records. This requirement must also flow down to sub-tier Suppliers.

PRODUCT FOR GOVERNMENT CONTRACTS

If the purchased product is for a government contract, it will be noted on the Purchase Order along with the DPAS rating. If this is a rated order certified for National Defense use, the Supplier is required to follow all provisions of the Defense Priorities and Allocations System regulations (15 CFR 700).

Product must be new/unused and of domestic manufacture (unless noted otherwise).

This applies only to the extent made applicable by the relevant FAR/DFAR/DLAD clauses.

FRAUDULENT/COUNTERFEIT ELECTRONIC PARTS

If applicable, Supplier must have a fraudulent/counterfeit detection parts procedure for electronic components and parts, in compliance with AS6496 and/or AS5553. The Supplier must notify FBC Enterprises in advance if providing parts from an unauthorized supplier.

NONCONFORMING PRODUCT

All product received is subject to inspection by FBC Enterprises. The product shall conform to specifications, drawings, and any other descriptions in the Purchase Order, and product shall be free from defects in material and workmanship. Nonconforming product discovered during inspection shall be reported to the Supplier with removal and return disposition at the expense of the Supplier. This transaction will occur promptly after notification of the nonconformance.

The Supplier must notify FBC Enterprises immediately of any nonconforming product identified in manufacturing or of any changes in product and processes that will affect any requirements or terms of the Purchase Order. Any nonconformities or deviations discovered at the Supplier's facility must be conveyed promptly in writing to FBC Enterprises prior to shipment. FBC

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Enterprises reserves the right to request written corrective action from the Supplier. The Supplier cannot use dispositions of "use-as-is" or "repair" without written authorization from FBC Enterprises.

PROHIBITED SOURCES

The Supplier and/or sub-tier Suppliers are prohibited from using any source listed on the US government Excluded Parties List System (EPLS). See <https://www.sam.gov> for reference.

FIRST ARTICLE REQUIREMENTS

FBC Enterprises will request first article inspection (FAI) or first article testing (FAT) requirements if necessary. FBC Enterprises will specify the location of the test, first piece or first article inspection, testing, reporting, documents, and product requirements on the Purchase Order.

The Supplier is responsible for the cost of First Article Testing, unless otherwise specified in prior to order in writing.

GOVERNMENT SOURCE INSPECTION REQUIREMENTS

FBC Enterprises will specify the details of any required Government Source Inspection on the Purchase Order.

CERTIFICATIONS AND TRACEABILITY

Any certifications, test reports, material safety data sheets, and other documents required as per the Purchase Order, must accompany the product at the time of shipment and copies are to be maintained at the Supplier's facility.

If Supplier is not the manufacturer, all paperwork necessary to provide "full traceability" back to the manufacturer shall be provided.

CALIBRATION

Tools and equipment used in final acceptance of manufactured product shall be calibrated in accordance with the latest revision of ANSI/NCSL Z540.3, ISO 10012-1, or ISO/IEC 17025 and traceable to the National Institute of Standards and Technology (NIST).

SHELF LIFE

If a product has a shelf life, this Purchase Order requires 90% shelf life remaining upon receipt at End User unless otherwise specified in the Purchase Order. Shelf life and cure dates must be clearly identified on certifications and/or packing slips.



FOREIGN OBJECT DEBRIS/DAMAGE (FOD) CONTROL PROGRAM

The Supplier shall maintain a Foreign Object Debris/Damage (FOD) control program to ensure that the delivered products; fit, form, function, integrity, and factory new product condition is not compromised.

MARKING/LABELING

The Supplier shall mark/label the product in accordance with the latest revision of the drawing/specification, government contract, and/or Purchase Order.

PACKAGING

Packaging shall conform to the requirements of the drawing/print, government contract, Mil-Spec Standard, and/or Purchase Order. The Supplier shall package all products for suitable and safe protection, preservation, and transportation to avoid possible damage.

HAZARDOUS MATERIAL

The Supplier shall comply with requirements of RoHS and REACH as applicable. All chemicals shall be accompanied by a relevant Safety Data Sheet (SDS) with each shipment.

ITAR (INTERNATIONAL TRAFFIC IN ARMS REGULATIONS)

The Supplier agrees to comply with all applicable U.S. export control laws and regulations. The Supplier, also, agrees to indicate on packing slips and/or certifications that a subject part is regulated under ITAR by typing or stamping "ITAR PART" for the respective part.

AFFIRMATIVE ACTION

FBC Enterprises is an affirmative action/equal opportunity employer.



SECTION II: FAR FLOWDOWN PROVISIONS

1. The following FAR clauses apply to this Contract:

- (a) 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)
- (b) 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (Note 2 applies.)
- (c) 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997) (Note 2 applies.)
- (d) 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- (e) 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- (f) 52.222-26 EQUAL OPPORTUNITY (APR 2002) (Only subparagraphs (b) (1)-(11) applies.)
- (g) 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- (h) 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)
- (i) 52.227-14 RIGHTS IN DATA - GENERAL (JUN 1987)
- (j) 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994) (Notes 1 and 2 apply.)
- (k) 52.242-13 BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)
- (l) 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply.)
- (m) 52.243-1 CHANGES - FIXED PRICE (AUG 1987) (Notes 1 and 2 apply.)
- (n) 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004)
- (o) 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) (Note 2 applies. Note 3 applies, except in paragraph (b) the second time "Government" appears; (f), (h), (j), and (l) where Note 1 applies.)
- (p) 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996) (Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.)



(q) 52.247-64 PREFERENCE FOR PRIVATELY OWNED US FLAG COMMERCIAL VESSELS (APR 2003)

(r) 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) (Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b) (4) and (b) (6), it applies to all of paragraph (b) (8), and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "FBC and the Government". In paragraph (c) "120 days" is changed to "60 days". In paragraph (d) "15 days" is changed to "30 days", and "45 days" is changed to "60 days". In paragraph (e) "1 year" is changed to "6 months". Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days". Settlements and payments under this clause may be subject to the approval of the Contracting Officer.) (r) 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Notes 1 and 2 apply, except Note 1 Is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (d). Timely performance is a material element of this Contract.)

2. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$10,000:

(a) 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

3. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$25,000:

(a) 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(b) 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

4. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$100,000:

(a) 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(b) 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(c) 52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN 1999) (Applicable if: (1) Contractor is required to furnish cost or pricing data, or (2) the Contract requires Contractor to furnish cost, funding, or performance reports. Note 3 applies.)

(d) 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) (Delete paragraph (b) of the clause.)

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(e) 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000)

(f) 52.223-14 TOXIC CHEMICAL RELEASE RPT (AUG 2003) (Note 2 applies. Delete paragraph (e).)

(g) 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) (Notes 2 and 4 apply.)

(h) 52.248-1 VALUE ENGINEERING (FEB 2000) (Note 1 applies, except in paragraphs (c)(5) and (m), where Note 3 applies and except in (b) (3) where Note 4 applies, and where "Government" precedes "cost" throughout. Note 2 applies.)

5. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$500,000:

a) 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) (Applicable if the Contractor is not a small business. Note 2 is applicable to paragraph (c) only. The Contractor's subcontracting plan is incorporated herein by reference.)

6. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$550,000:

(a) 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable if not otherwise exempt under FAR 15.403.)

(b) 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997) (Applicable for modifications if not otherwise exempt under FAR 15.403.)

7. The following FAR clauses apply to this Contract as indicated:

(a) 52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applicable if the Work requires access to classified information.)

(b) 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable if submission of cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c) (1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

(c) 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997) (Applicable if submission of cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d) (1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)



(d) 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004) (Applicable if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)

(e) 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Applicable only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and the Contractor proposed facilities capital cost of money in its offer.)

(f) 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (Applicable only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and the Contractor did not propose facilities capital cost of money in its offer.)

(g) 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)

(h) 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applicable if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)

(i) 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applicable if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)

(j) 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applicable to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)

(k) 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) (Applicable if the Work was manufactured with or contains ozone-depleting substances.)

(l) 52.225-1 BUY AMERICAN ACT—SUPPLIES (JUN 2003) (Applicable if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

(m) 52.225-5 TRADE AGREEMENTS (OCT 2004) (Applicable if the Work contains other than U.S. made, designated country, Caribbean or NAFTA country end products.)

(n) 52.225-8 DUTY FREE ENTRY (FEB 2000) (Applicable if supplies will be imported into the Customs Territory of the United States... Note 2 applies.)

(o) 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995) (Applicable only if the Prime Contract contains this clause.)



(p) 52.227-9 REFUND OF ROYALTIES (APR 1984) (Applicable when reported royalty exceeds \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)

(q) 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (APR 1984) (Applicable if the Work or any patent application may cover classified subject matter.)

(r) 52.227-11 PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) Applicable if this Contract includes, at any tier, experimental, developmental, or research Work and contractor is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the FBC Procurement Representative identified on the face of this Contract.)

(s) 52.227-12 PATENT RIGHTS-RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997) (Applicable if this Contract includes, at any tier, experimental, developmental, or research Work and contractor is a large business concern. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the FBC Procurement Representative identified on the face of this Contract.)

(t) 52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applicable if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

(u) 52.230-2 COST ACCOUNTING STANDARDS (APR 1998) (When referenced in this Contract, full CAS coverage applies. "United States" means "United States or FBC". Delete paragraph (b) of the clause.)

(v) 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998) (When referenced in this Contract, modified CAS coverage applies. "United States" means "United States or FBC.". Delete paragraph (b) of the clause.)

(w) 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999) (Applicable if FAR 52.230-2 or FAR 52.230-3 applies.)

(x) 52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event FBC Enterprises' customer has directed FBC to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, FBC may, by written order to Contractor, direct Contractor to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b) (2). Note 1 applies except the first time "Government" appears in



paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recover those costs from FBC".).

(y) 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applicable if Work is performed on a government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)

(z) 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (Applicable if the Prime Contract requires Change Order Accounting. Note 2 applies.)

(aa) 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004) (Applicable if Government property is furnished in the performance of this Contract. Except for paragraphs (i) and (j), Note 1 applies except in the phrases "Government property," "Government-furnished property," and in references to title to property. Note 2 applies. The following is added as paragraph (m) "Seller shall provide to FBC Immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of property control system." Disposition of property under paragraphs (i) and (j) shall be coordinated with FBC.)

(bb) 52.245-17 SPECIAL TOOLING (MAY 2004) (Applicable if this Contract involves the use of Special Tooling. Note 2 applies, except paragraph (b). Note 1 applies to paragraph (d) (1) and (d) (3) and (m) where "Government" appears the last time and in paragraph (f) (1). In paragraph (j) change "180 days" to "240 days" and "90 days" to "150 days". In (j) (ii) remove "prime" before "Contractor" in the last sentence.)

(cc) 52.245-18 SPECIAL TEST EQUIPMENT (FEB 1993) (Applicable if this Contract involves the acquisition or fabrication of Special Test Equipment. Note 2 applies to paragraphs (b) and (d). Note 5 applies. In paragraphs (b) and (c), change "30 days" to "60 days".)

(dd) 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applicable if this Contract involves international air transportation.)

G. CERTIFICATIONS AND REPRESENTATIONS

(1) This clause contains certifications and representations that are material representations of fact upon which FBC will rely in making awards to Contractor. By submitting its written offer or providing oral offers/quotations at the request of FBC, or accepting any Contract, Contractor certifies to the representations and certifications as set forth below in this clause. These certifications shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document, or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by FBC. Contractor shall immediately notify FBC of any change of status regarding these certifications and representations.



(a) FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding \$100,000)

(1) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.

(2) Contractor certifies that to the best of its knowledge and belief that on and after December 23, 1989

(a) 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 his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with a solicitation or order, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and

(c) Contractor will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(3) Submission of this certification and disclosure is a prerequisite for making or entering into a contract as imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form 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.

(b) FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.

(1) Contractor certifies that, to the best of its knowledge and belief, that CONTRACTOR and/or any of its Principals, (as defined in FAR 52.209-5,) are not presently debarred,



suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

(2) Contractor shall provide immediate written notice to FBC if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) FAR 52.222-22 Previous Contracts and Compliance Reports.

Contractor represents that if Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) (i) Contractor has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(d) FAR 52.222-25 Affirmative Action Compliance.

Contractor represents (1) that Contractor has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, Contractor will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

(e) FAR 52.223-13 Certification of Toxic Chemical Release Reporting (Applicable to competitive solicitations/contracts which exceed \$100,000)

(1) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(2) Contractor certifies that—

(a) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), Contractor will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(b) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:



(i) The facility does not manufacture process or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b) (1) (A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) codes or their corresponding North American Industry Classification System (NAICS):

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or (v) The facility is not located in the United States or its outlying areas.